

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newtex Industries, Inc.		04/13/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Keltic Financial Partners, LP		
Street Address:	555 Theodore Fremd Avenue, Suite C-207		
City:	Rye		
State/Country:	NEW YORK		
Postal Code:	10580		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1730789	ZETEX	
Registration Number:	1733261	NEWTEX	
CORRESPONDENCE DATA			
Fax Number:	(716)849-0349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(716) 856-4000		
Email:	ksuzan@hodgsonruss.com		
Correspondent Name:	Kenneth D. Suzan		
Address Line 1:	Hodgson Russ LLP		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	025903.NEW		
NAME OF SUBMITTER:	Kenneth D. Suzan		
Signature:	/Kenneth D. Suzan/		

CH \$65.00 1730789

Date:

04/17/2007

Total Attachments: 8

source=keltic sec#page1.tif

source=keltic sec#page2.tif

source=keltic sec#page3.tif

source=keltic sec#page4.tif

source=keltic sec#page5.tif

source=keltic sec#page6.tif

source=keltic sec#page7.tif

source=keltic sec#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2007 (this "Agreement"), is made between NEWTEX INDUSTRIES, INC., a New York corporation having an address at 8050 Victor Mendon Road, Victor, New York 14564 (the "Grantor"), in favor of KELTIC FINANCIAL PARTNERS, LP (the "Lender"), a Delaware limited partnership having an address at 555 Theodore Fremd Avenue, Suite C-207, Rye, New York 10580.

W I T N E S S E T H :

WHEREAS, pursuant to a Revolving Loan Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"), between the Grantor and the Lender, the Lender has agreed to extend a revolving credit facility to the Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a General Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition to the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to Lender, and hereby grants to the Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Representations and Warranties. Except as otherwise disclosed to the Lender in writing, the Grantor represents and warrants, with respect to the Trademark Collateral:

(a) such Trademark Collateral is valid, subsisting, unexpired and enforceable and has not been abandoned or adjudged invalid or unenforceable, in whole or in part;

(b) the Grantors is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral and no claim has been made that the use of such Trademark Collateral does or may, conflict with, infringe, misappropriate, dilute, misuse or otherwise violate any of the rights of any third party;

(c) the Trademark Collateral described in Schedule I constitutes all of the registered Trademarks, pending Trademark applications and Trademark applications in

preparation owned by the Grantor and all Trademark licenses that have been granted to or by the Grantor as of the date hereof;

(d) the Grantor has made all necessary filings and recordations to protect its interest in such Trademark Collateral, including recordations of all of its interests in the Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world, and, to the extent necessary, has used proper statutory notice in connection with its use of any material Trademark in any of the Trademark Collateral;

(e) to the Grantor's knowledge, no third party is infringing upon any Trademark Collateral owned or used by the Grantor in any material respect, or any of its respective licensees;

(f) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by the Grantor or to which the Grantor is bound that adversely affects its rights to own or use any Trademark Collateral except as would not result in a material impairment of any of the Trademark Collateral, in any case individually or in the aggregate;

(g) the Grantor has not made any previous assignment, sale, transfer or agreement constituting a present or future assignment, sale or transfer of any Trademark Collateral for purposes of granting a security interest or as Collateral that has not been terminated or released;

(h) the Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all Trademarks and has taken all commercially reasonable action necessary to insure that all licensees of the Trademarks owned by the Grantor use such adequate standards of quality;

(i) the consummation of the transactions contemplated by the Loan Documents will not result in the termination or material impairment of any of the Trademark Collateral; and

(a) each Grantor owns directly or is entitled to use by license or otherwise, all Trademarks, licenses, technology, know-how, processes and rights with respect to any of the foregoing used in, necessary for or of importance to the conduct of the Grantor's business.

SECTION 5. Covenants. The Grantor covenants and agrees that, until the payment in full of the Obligations and the termination of the Loan Agreement, the Grantor will perform and comply with the following provisions:

(j) the Grantor shall pursue the registration and maintenance of each material Trademark now or hereinafter included in the Trademark Collateral, including the payment of required fees and taxes, the filing of responses to Office Actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other Governmental Authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings;

(k) Upon obtaining rights to any new registered Trademarks, pending Trademark applications, Trademark applications in preparation or upon granting rights to or being granted rights under any Trademark licenses, the Grantor shall provide to the Lender an updated Schedule I including such new Trademark Collateral;

(l) the Grantor shall not, without the written consent of the Lender, discontinue use of or otherwise abandon any Trademark Collateral, or abandon any right to file an application for Trademark, unless the Grantor shall have previously determined that such use or the pursuit or maintenance of such Trademark Collateral is no longer desirable in the conduct of the Grantor's business and that the loss thereof is of negligible economic value to the Grantor, and, to the extent necessary, such Grantor shall use proper statutory notice in connection with its use of any material Trademark constituting a part of any of the Trademark Collateral;

(m) the Grantor will not permit any of its licensees to (A) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use, (B) fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral, (C) fail to employ all of the Trademark Collateral registered with any federal or state or foreign authority with an appropriate notice of such registration, (D) adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral, (E) use any of the Trademark Collateral registered with any federal, state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made or (F) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable, unless, at any time other than following the occurrence and during the continuance of an Event of Default, the Grantor shall reasonably and in good faith determines that any of such Trademark Collateral is of negligible economic value to the Grantor;

(n) such Grantor shall promptly notify the Lender if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development

(including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same;

(o) in no event will the Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Lender, and upon request of the Lender, executes and delivers all agreements, instruments and documents as the Lender may request to evidence the Lender's security interest in such Trademark Collateral; and

(p) the Grantor will take all necessary steps, including in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a) or (b)).

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

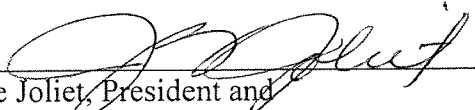
SECTION 7. Loan Document. This Agreement is one of the Loan Documents executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

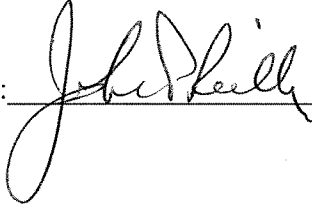
IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

NEWTEX INDUSTRIES, INC.

By: 
Jerome Joliet, President and
Chief Executive Officer

[TRADEMARK SECURITY AGREEMENT GRANTOR SIGNATURE PAGE]

KELTIC FINANCIAL PARTNERS, LP
By: KELTIC FINANCIAL SERVICES LLC,
its general partner

By:  _____

[TRADEMARK SECURITY AGREEMENT LENDER SIGNATURE PAGE]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark/Service Mark/Application Number</u>	<u>Issue/Filing Date</u>	<u>Mark</u>
USA	1,730,789	11/10/1992	ZETEX
USA	1,733,261	11/17/1992	NEWTEX

Pending Trademark Applications

Country Trademark Serial No. Filing Date

Trademark Applications in Preparation

Country Trademark Docket No. Expected Filing Date Products/ Services

Item B. Trademark Licenses

Country or Territory Trademark Licensor Licensee Effective Date Expiration Date