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To the Honorable Commissioner of Patents and

100748403

al documents or copy thereof.

1. Name of conveying party(ies):
Pecora Corporation

- Individual(s)
 - General Partnership
 - Corporation-State (DE)
 - Other _____
- Association
 - Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Antares Leveraged Capital Corp.

Internal Address: _____

Street Address : 311 S. Wacker Drive, Suite 2725

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestrepresentative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 15, 1998

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
Please see attached Schedule 1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Butler

Internal Address: 16th Floor

Street Address: Katten Muchin & Zavis

525 W. Monroe

City: Chicago State IL ZIP: 6066

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Nancy A. Butler
Name of Person

Nancy A. Butler
Signature

11/17/98
Date

Total number of pages including cover sheet, attachments, and document: 6

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02 FC:482

SCHEDULE 1
to Trademark Security Agreement

REGISTERED TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
The symbol "P" in Pecora	858,775	10/22/88
Pecora	-----	-----
Dynaweld	1,363,364	10/01/85
Extru-Seal	1,350,628	7/23/85
Mirror Tac	1,350,629	7/23/85
Dyna-Seal	-----	-----
Unicrylic	826,694	4/04/87
Synthacalk	657,354	1/21/78
Dynatrol	1,065,820	1975
Dynatred	1,363,363	10/01/85
Urexpan	962,434	7/03/73

Pecora Corporation does not have any foreign registrations, trademark licenses, or pending U.S. or foreign trademark applications.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Pecora Corporation, a Pennsylvania corporation ("Debtor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Pecora Acquisition Corp., a Delaware corporation ("Borrower"), has entered into a Credit Agreement dated as of June 15, 1998 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Debtor is a Subsidiary of Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Debtor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders and the Secured Party; and

WHEREAS, to induce the Secured Party and the Lenders to enter into the Credit Agreement and make the Loans thereunder, Debtor has agreed to guaranty the Obligations of Borrower pursuant to that certain Guaranty dated as of June 15, 1998 by Debtor to Secured Party (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Guaranty"); and

WHEREAS, to provide security for its obligations under the Guaranty, Debtor has entered into a Security Agreement dated as of June 15, 1998 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement") with Agent (in such capacity, "Secured Party"), granting to Secured Party for the benefit of Lenders a security interest in substantially all the assets of Debtor including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor

does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;


(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and is not intended to increase the rights of Secured Party or the obligations of Debtor beyond the rights and obligations contained in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 15 day of June, 1998.

PECORA CORPORATION, a
Pennsylvania corporation

By: 
John P. Shoemaker
Treasurer

Acknowledged:

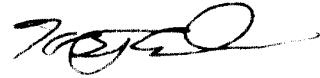
ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

By: 
Eric P. Hansen
Director

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Bucks) ss.

On the 15th day of June, 1998, before me personally appeared John P. Shoemaker, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Treasurer of Pecora Corporation, a Pennsylvania corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{Seal}

My commission expires:

NOTARIAL SEAL
KEVIN B. TOLAND, Notary Public
New Britain Twp., Bucks County
My Commission Expires Feb. 13, 2001