

08-20-1998

*made
8-14-98*



100800585

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name POLYMARK CORPORATION

Execution Date
Month Day Year
3-31-98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name HELLER FINANCIAL, INC.

DBA/AKA/TA

Composed of

Address (line 1) Attn: Legal Department

Address (line 2) 500 West Monroe Street

Address (line 3) Chicago

City

Illinois

State/Country

60661

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/17/1998 TSHABAZZ 00000004 819108

FOR OFFICE USE ONLY

01 FD:48

40.00 DF

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="819108"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

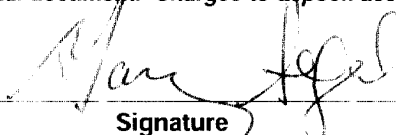
No

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 copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gary P. Segal

Name of Person Signing



Signature

8/12/98

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, Polymark Corporation, a Delaware corporation ("Grantor"), owns the Trademarks and the 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, Grantor, Electrocal, Inc., a Delaware corporation ("Electrocal") and Product Identification Corporation, a Delaware corporation ("PIC") (Grantor, Electrocal and PIC are collectively referred to herein as "Borrower") and Heller Financial, Inc., as agent and as a "Lender" thereunder ("Grantee"), are parties to an Amended and Restated Credit Agreement dated as of March 31, 1998 (as same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by the "Lenders" thereunder upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 31, 1998 (as said Agreement may be amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"; all capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Security Agreement), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of "Agent" and the "Lenders" thereunder a security interest in all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and certain Trademark Licenses and all products and proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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

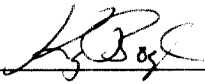
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred 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 Grantee pursuant to the Security Agreement. Grantor and Grantee hereby acknowledge and affirm that the rights and remedies of Grantor and Grantee 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.

[Balance of page intentionally left blank; signature page follows.]

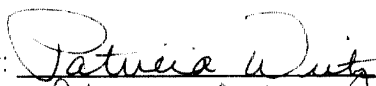
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of March, 1998.

POLYMARK CORPORATION

By: 
Name: KYLE G. BOYLE
Title: Vice President

Agreed and Accepted as of the
31st day of March, 1998:

HELLER FINANCIAL, INC.

By: 
Name: Patricia Weitzman
Title: Senior Vice President

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT
POLYMARK CORPORATION**

TRADEMARK REGISTRATIONS

Country	Mark	Class	Registration Number	Base/Reg. Date
Australia	TRANSTAT	16	A305721	March 24, 1970
Benelux	TRANSTAT	16,24	16826	March 19, 1981
Brazil	TRANSTAT	16,20	800042409	October 19, 1982
Chile	TRANSTAT	16	375676	October 1, 1991
Croatia	TRANSTAT	16	27020	July 25, 1983
France	TRANSTAT	16	1549233	September 4, 1989
Germany	TRANSTAT	16	808474	September 9, 1974
Ireland	TRANSTAT	16	92711	March 25, 1970
Italy	TRANSTAT	16	430717	September 17, 1964
Japan	TRANSTAT	25	1942542	March 27, 1987
Japan	TRANSTAT	17	2223330	April 23, 1990
Japan	TRANSTAT	21	2256968	August 30, 1990
Slovenia	TRANSTAT	16	Z7980836	July 25, 1983
Sweden	TRANSTAT	7,16	118494	January 5, 1977
Switzerland	TRANSTAT	16	P274252	November 12, 1975
Taiwan	TRANSTAT	55	260782	October 16, 1984
United Kingdom	TRANSTAT	16	848000	April 19, 1970
United States	TRANSTAT	16	819108	November 22, 1967 *
Yugoslavia	TRANSTAT	16	27020	July 25, 1983

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT
POLYMARK CORPORATION**

TRADEMARK APPLICATIONS

Country	Mark	Class	Application Number	Base/App. Date
OHIM	PREMTEX	7.16.17	710863	N/A
OHIM	TECHNOGRAPHICS	7.16.17	260695	May 21, 1996