

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
Tannin Corporation		02/27/2009	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Rule Industries, Inc.		
Street Address:	1 Kondelin Road		
City:	Gloucester		
State/Country:	MASSACHUSETTS		
Postal Code:	01930		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1786391	SUDBURY	
Registration Number:	2343190	SUDBURY	
CORRESPONDENCE DATA			
Fax Number:	(914)696-2970		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	914 641 2065		
Email:	peter.vanwinkle@itt.com		
Correspondent Name:	Peter H. Van Winkle		
Address Line 1:	1133 Westchester Avenue		
Address Line 4:	White Plains, NEW YORK 10604		
ATTORNEY DOCKET NUMBER:	SUDBURY DISPOSITION		
NAME OF SUBMITTER:	Peter H. Van Winkle		
Signature:	/Peter H. Van Winkle/		

OP \$65.00 1786391

Date:

03/02/2009

Total Attachments: 7

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Exhibit 3

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is entered into as of February 27, 2009, by Tannin Corporation, a company incorporated under the laws of Massachusetts, having an office at 65 Walnut Street, Peabody, MA 01960, ("Debtor"), and Rule Industries, Inc., a Massachusetts corporation having offices at 1 Kondelin Road, Cape Ann Industrial Park, Gloucester, MA 01930 ("Secured Party").

Whereas, the execution and delivery of this Agreement is a condition to the Secured Party extending credit to Debtor for the unpaid balance of the purchase price of Debtor's purchase of the Secured Party's Sudbury product line to be paid in installments as set forth in the Asset Purchase Agreement executed contemporaneously herewith;

Now, therefore, the Debtor agrees with Secured Party as follows:

1. DEFINITIONS. All terms defined in the Asset Purchase Agreement of even date herewith between the Debtor and Secured Party (the "Asset Purchase Agreement") which are not otherwise defined herein shall have the meanings stated in the Asset Purchase Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means the payment obligations set forth in Schedule 3 of the Asset Purchase Agreement which the Debtor owes to the Secured Party pursuant to the terms and conditions of the Asset Purchase Agreement.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A of this Agreement acquired by Debtor by way of the Asset Purchase Agreement and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. SECURITY INTEREST. The Debtor hereby irrevocably pledges and assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Trademarks to secure payment and performance of the Obligations. The Security Interest granted herein shall terminate upon the payment and performance of all Obligations.

3. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. The Debtor hereby represents, warrants and agrees as follows:

(a) **EXISTENCE, AUTHORITY.** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statements required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement with the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement does not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) **TRADEMARKS.** All of the Trademarks identified in Exhibit A are now owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(c) **TITLE.** Except for licenses entered into hereinafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Security Interest, Debtor will keep all Trademarks free and clear of all security interests, liens and encumbrances except for the Security Interest.

(d) **NO SALE.** The Debtor will not sell or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(e) **DEFENSE.** The Debtor will at its own expense, and using its best efforts, protect and defend the Trademarks against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(f) **MAINTENANCE.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business. The Debtor covenants that it will not abandon or fail to renew the registration of any registered Trademark without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely take such action or actions that are necessary to preserve the registered rights in the Trademarks and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavits, or take such other actions, should such be necessary or desirable.

(g) **SECURED PARTY'S RIGHT TO TAKE ACTION.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured

Party may (but need not) perform or observe such covenant or agreement on behalf of and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(h) COSTS AND EXPENSES. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay to the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking any and all action(s) under subsection (g) above or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(i) POWER OF ATTORNEY. To facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. DEBTOR'S-USE OF THE TRADEMARKS. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from selling items branded with the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. EVENTS OF DEFAULT. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) the Debtor shall fail promptly (including any applicable grace period) to observe or perform any covenant or agreement herein binding on it; or (b) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. REMEDIES. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Asset Purchase Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if the Secured Party shall commence any lawsuit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. MISCELLANEOUS. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement.

This Agreement shall be governed by the laws of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

In Witness Whereof, the parties have executed this Trademark Security Agreement as of the date first written above.

RULE INDUSTRIES INC.

By: _____
Name: BOB WOLPERT
Title: PRESIDENT

TANNIN CORPORATION

By: _____
Name: _____
Title: _____

In Witness Whereof, the parties have executed this Trademark Security Agreement as of the date first written above.

RULE INDUSTRIES INC.

By: _____
Name: _____
Title: _____

TANNIN CORPORATION

By: *[Signature]*
Name: *John V. Thompson*
Title: *VP*

Exhibit A

TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filed</u>	<u>Registration Number</u>	<u>Issued</u>	<u>Expires</u>
	New					
SUDBURY	Zealand	208,211	02/18/91	208,211	09/10/96	02/18/12
SUDBURY	US	74345459	01/04/93	1,786,391	08/10/93	08/10/13
	New					
SUDBURY	Zealand	208,212	02/18/91	208,212	10/28/96	02/18/12
SUDBURY	US	75677687	04/06/99	2,343,190	04/18/00	04/18/10
SUDBURY	Australia	782888	01/14/99	782,888	11/05/99	01/14/09
SUDBURY	Canada	1002155	01/18/99	538,373	12/06/00	12/06/15
SUDBURY	CTM	0001046200	01/19/99	1,046,200	03/31/00	01/19/09
	New					
SUDBURY	Zealand	303876	01/14/99	303,876	01/14/99	Expired
	New					
SUDBURY	Zealand	303878	01/14/99	303,878	01/14/99	Expired
	New					
SUDBURY	Zealand	303879	01/14/99	303,879	01/14/99	Expired
	New					
SUDBURY	Zealand	303877	04/14/99	303,877	01/14/99	Expired



"-----Not Registered-----"
 -----"

"-----Not Registered-----"
 Aqua Clear -----"

"-----Not Registered-----"
 Aqua Fresh -----"

"-----Not Registered-----"
 Boat Soap -----"

"-----Not Registered-----"
 Miracle Coat -----"

"-----Not Registered-----"
 Spray-All -----"