

02-22-1999

SPFORM PTC-159
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100970508

To the Honorable Commissic

records records are attached original documents or copy thereof.

1. Name of conveying party(ies):

Chiquola Industrial Products Group, LLC
P. O. Box 545
Highway 178
Homea Path, South Carolina 29654

- Individual(s)
- General Partnership
- Corporation-State:
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 18, 1998

2. Name and address of receiving party(ies):

Name: LaSalle Business Credit, Inc.

Internal Address:

Street Address: 135 LaSalle Street

City: Chicago State: IL ZIP: 60603

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
 - No
- (Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
SEE ATTACHED A

B. Trademark registration No.(s)
SEE ATTACHED A

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh Avenue, N.W.

Suite 101

City: _____ State: DC ZIP: 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

02/19/1999 JSWABZZ 0000052 2141366

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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 copy of the original document

Daphne E. Schmitt

Name of Person Signing

Signature

January 14, 1999

Date

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

4

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December 18, 1998, by and between Chiquola Industrial Products Group, LLC and LaSalle Business Credit, Inc., as Agent.

MARK	SERIAL NO./ REGISTRATION NO.	FILED
CHIQUOLA	2,141,366	03/03/98
ENDOGARD	1,988,985	07/23/96
SENTRYSAC	2,102,166	09/30/97
CENTRAGARD	75/323272	07/16/97
UNMATCHED PERFORMANCE	75/389772	11/13/97

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Chiquola Industrial Products Group, LLC, a limited liability company formed under the laws of Delaware, located at P.O. Box 545, Highway 178, Homea Path, South Carolina 29654 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

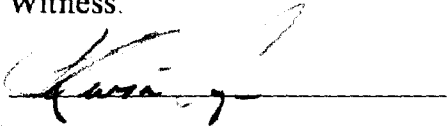
WHEREAS, Borrower is obligated to Agent and Lenders (each term as hereinafter defined) pursuant to (i) Loan and Security Agreement, dated the date hereof, between LaSalle Business Credit, Inc. ("LaSalle"), each of the other financial institutions named therein or which from time to time become a party thereto (LaSalle and such other financial institutions each individually, a "Lender" and collectively, "Lenders"), LaSalle as agent for Lenders (LaSalle in such capacity, "Agent") and Borrower, and (ii) a certain Patent, Trademark and License Mortgage, dated the date hereof, made by Borrower in favor of Agent and Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lenders and Agent a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

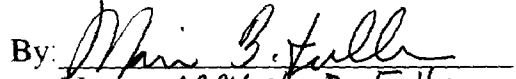
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lenders and Agent and grant to Lenders and Agent a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Liabilities as defined in the Agreements and in accordance with the terms and provisions thereof.

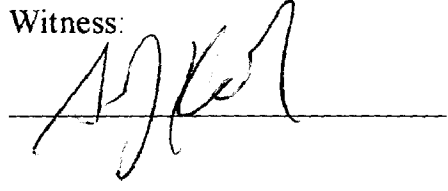
Borrower expressly acknowledges and affirms that the rights and remedies of Lenders and Agent with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: December 18, 1998

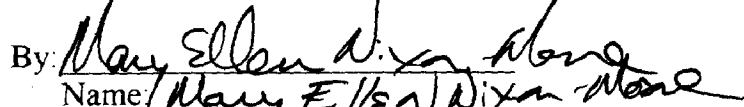
Witness:


CHIQUOLA INDUSTRIAL PRODUCTS GROUP, LLC

By: 
Name: MARVIN B. Fuller
Its: CEO

Witness:


LASALLE BUSINESS CREDIT, INC., as Agent

By: 
Name: Mary Ellen Dixon Moore
Its: Vice President

STATE OF SOUTH CAROLINA)

: ss.:

COUNTY OF Yocum)

On this 17th day of December, 1998, before me personally came Marvin Feller, to me known, who, being by me duly sworn, did depose and say that he is the CEO of Chiquola Industrial Products Group, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said limited liability company.

Debra M. Gray
Notary Public My Commission Expires August 30, 2006

STATE OF SOUTH CAROLINA)

: ss.:

COUNTY OF Yocum)

On this 17th day of December, 1998, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that she is the _____ of LaSalle Business Credit, Inc., the corporation described in and which executed the foregoing instrument; and that she was authorized to sign her name thereto on behalf of said corporation.

Debra M. Gray
Notary Public My Commission Expires August 30, 2006