

07-23-1999

EET

Docket No.:



-Y

4229-G-5

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Tab settings

To the Honorable Commissioner of Patents and Trademarks, please refer to the attached original documents or copy thereof.

1. Name of conveying party(ies):

EnzoPac, Inc.

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

7-21-99

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

Execution Date: July 9, 1999

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

Name: BHF (USA) Capital Corp.

Internal Address:

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,982,768

Additional numbers Yes No

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

Name: Ronald E. Brown

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,

Eisele and Richard, LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0215 (Order No. 4229-G-5)

DO NOT USE THIS SPACE

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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.

Ronald E. Brown

Name of Person Signing

Ronald E. Brown

Signature

July 19, 1999

Date

Total number of pages including cover sheet, attachments, and

5

SUBORDINATED TRADEMARK SECURITY AGREEMENT

WHEREAS, ENZOPAC, INC., a Wisconsin corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, The Torbitt & Castleman Company, LLC, a Kentucky limited liability company, certain lenders and BHF (USA) Capital Corporation (as assignee to BHF-Bank Aktiengesellschaft), as Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Senior Subordinated Loan Agreement, dated as of November 17, 1998, as further amended by Amendment No. 1 to Senior Subordinated Loan Agreement dated as of April 20, 1999 and Amendment No. 2 to Credit Agreement dated as of June 30, 1999 (as the same may be amended from time to time, the "Subordinated Loan Agreement"); and

WHEREAS, pursuant to the terms of the Subordinated Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF (USA) Capital Corporation, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement and the other Obligations (as defined in the Security Agreement).

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 arising or acquired:

(i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

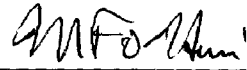
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 (including, without limitation, those relating to subordination) are incorporated by reference herein as if fully set forth herein.

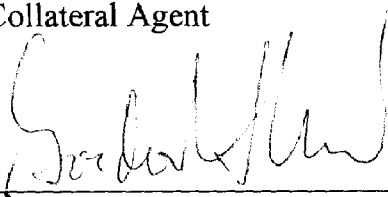
IN WITNESS WHEREOF, Grantor has caused this Subordinated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of July 1999.


ENZOPAC, INC.
as Grantor

By 
Name: Michael F. O. Harris
Title: Vice President

Acknowledged:

BHF (USA) CAPITAL CORPORATION
as Collateral Agent

By 
Name: Gordon H. Muessel
Title: Vice President

By 
Name: Gregory C. Busia
Title: ASSISTANT V.P.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 9th day of July, 1999, before me personally came Michael F.O. Harris, to me personally known to me the person described in and who executed the foregoing instrument as Vice President of EnzoPac, Inc., who being by me duly sworn, did depose and say that he is a Vice President of EnzoPac, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Seal]

My commission expires:

SCHEDULE 1

SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>State/Country</u>
New Image	1,982,768	74/179,684	U.S.