

11-30-1999

R SHEET

Patent and Trademark Office
Docket No. 07427/439

MKD 11/18/99



101209510

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ATG INC.

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

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

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

Name: SANWA BANK CALIFORNIA
Internal Address:
Street Address: 2127 BROADWAY
City: OAKLAND State: CALIFORNIA ZIP: 94612

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: _____
- Other: California Banking Corporation

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: NOVEMBER 1, 1999

4.A. Trademark Application No.(s)

75/251,800

B. Registration No.(s)

Additional numbers attached? * Yes No

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

Charlotte Y. Chen
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and trademark registrations involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket _____

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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 copy of the original document.

Name: Charlotte Y. Chen

Charlotte Chen
Signature

11/17/99
Date

Total number of pages comprising cover sheet, attachments and document: 11

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

11/29/1999 DMSUYEM 00000106 75251800

01 FO:481

40.00 DP

TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 1st day of November, 1999 by and between ATG INC., a California corporation ("Debtor"), and SANWA BANK CALIFORNIA, as agent (in such capacity, the "Agent") for itself, the Bond L/C Issuing Bank, the Standard L/C Issuing Bank and the Lenders under (and as those terms and capitalized terms not otherwise defined herein are defined in) that certain Credit and Reimbursement Agreement dated as of November 1, 1999 by and among Debtor, the Agent, the Bond L/C Issuing Bank, the Standard L/C Issuing Bank and the Lenders from time to time party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

A. Pursuant to that certain Security Agreement dated as of even date herewith between Debtor and the Agent (the "Security Agreement"), Debtor has granted to the Agent a perfected security interest in certain assets of Debtor, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Debtor or used in Debtor's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Debtor hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral (as defined in the Security Agreement) described therein includes, without limitation, all of Debtor's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and other source, product and business identifiers pertaining to the products, services and business of Debtor, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or the Agent for past, present and future infringements of any of the foregoing;

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Debtor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Debtor which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Agent in writing of any additional trademarks registered with the PTO of which Debtor becomes the owner and to amend Schedule I accordingly.

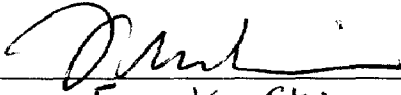
3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Debtor continue to own the Trademark Collateral and that upon the

indefeasible payment and performance in full of Debtor Obligations, the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED as of the day and year first above written.

ATG INC.,
a California corporation

By: 
Name: Frank Chiu
Title: Vice President

SANWA BANK CALIFORNIA,
as Agent

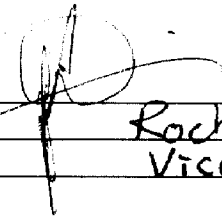
By: _____
Name: _____
Title: _____

EXECUTED as of the day and year first above written.

ATG INC.,
a California corporation

By: _____
Name: _____
Title: _____

SANWA BANK CALIFORNIA,
as Agent

By: _____
Name:  Rachelle Dineen
Title: Vice President

List of Trademarks

<u>Trademark #</u>	<u>Trademark Registered</u>	<u>Trademark</u>
75/251,800	11/19/97	SAFGLAS

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

Shashi Singh

On November 8, 1999, before me, ~~Shashi Singh~~, a notary public, personally appeared Rochelle Dineen the Vice President and Manager of Sarwa Bank California, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shashi L. Singh
Notary Public

