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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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Gebhardt & Smith LLP  
The World Trade Center, 9th Floor  
Baltimore, MD 21202

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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TO: The Commissioner of Patents and Trademarks: Please record th

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
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Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name FILM TECHNOLOGIES INTERNATIONAL, INC.

Execution Date  
Month Day Year  
2 29 00

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name LASALLE BUSINESS CREDIT, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 120 E Baltimore Street

Address (line 2) Suite 1802

Address (line 3) Baltimore Maryland, USA 21202  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- 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.)

04/12/2000 DCOATES 00000131 75564468  
01 FC:481 40.00 OP  
02 FC:482 100.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002049 FRAME: 0071

**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" value="75/564,468"/>	<input type="text" value="75/794,333"/>	<input type="text" value="75/823,958"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/906,871"/>	<input type="text" value="75/906,872"/>	<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.

Mark A. Gaspar

3/7/00

Name of Person Signing

Signature

Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of February 29, 2000, by and between FILM TECHNOLOGIES INTERNATIONAL, INC., a Florida corporation ("Borrower"), with its mailing address at 2544 Terminal Drive South, St. Petersburg, Florida 35712, and LASALLE BUSINESS CREDIT, INC., a Delaware corporation ("LaSalle"), with its principal place of business at 120 E. Baltimore Street, Suite 1802, Baltimore, Maryland 21202.

### RECITALS

LaSalle previously extended certain credit accommodations to the Borrower, under the terms and conditions set forth in a Loan And Security Agreement dated as of February 26, 1997 ("Original Loan Agreement") by and between the Borrower and LaSalle, and various other documents, instruments and agreements executed by or on behalf of the Borrower in connection with the above-described credit accommodations (together with the Original Loan Agreement, collectively, "Original Loan Documents"). The Borrower's obligations to LaSalle are secured, in part, by all of the Borrower's assets, including without limitation all trademark and service mark rights owned by the Borrower. Pursuant to a Trademark Security Agreement dated as of February 26, 1997, the Borrower expressly granted to LaSalle a security interest in certain trademarks then owned by the Borrower.

The Borrower has requested that LaSalle extend to it certain additional credit accommodations. LaSalle has agreed to extend the additional credit accommodations to the Borrower, under the terms and conditions set forth in an Amended and Restated Loan And Security Agreement of even date herewith (collectively with the Original Loan Agreement, "Loan Agreement") by and between the Borrower and LaSalle, and various other documents, instruments and agreements executed by or on behalf of the Borrower in connection therewith (together with the Loan Agreement and the Original Loan Documents, collectively, "Loan Documents").

In order to induce LaSalle to enter into the above-described credit accommodations, the Borrower, pursuant to the terms and conditions of the Loan Agreement, has agreed to grant to LaSalle a lien and security interest in certain additional trademark and service mark rights now owned by the Borrower. Pursuant to the Loan Agreement, the Borrower has granted to LaSalle a lien on and security interest in all of the Borrower's assets, including but not limited to those assets relating to products sold under the trademarks and services rendered under the service marks, whereby LaSalle, upon the occurrence of an Event of Default (as such term is defined in the Loan Agreement), shall have the right to foreclose on the trademarks, service marks and other assets of the Borrower, in order that LaSalle or its assignee

may continue the sale of products sold and services rendered under the trademarks and service marks.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Borrower agrees with LaSalle as follows:

Section 1. Grant Of Security Interest. The Borrower, as additional security for the complete and timely payment, performance and satisfaction of all of the Obligations (as hereafter defined), hereby grants unto LaSalle, its successors and assigns, upon the following terms and conditions, a continuing lien and security interest in those certain trademarks and service marks registered with, and those trademark and service mark applications filed with, the United States Patent and Trademark Office in the name of the Borrower, and described on Exhibit A attached hereto and made a part hereof, together with any renewals thereof, and the entire goodwill of the business in connection with which such trademarks and service marks are used, and all claims for damages by reason of past infringement of such trademarks and service marks with the right to sue for and collect the same, to LaSalle (collectively, "Trademarks") and all license rights in the Trademarks. As used herein, the term "Obligations" shall mean all duties of payment and performance, whether direct or indirect, both now existing and arising from time to time, owed by the Borrower to LaSalle under the Loan Agreement and the other Loan Documents. This Agreement is delivered pursuant to and in confirmation of the terms and conditions of the Loan Agreement, which terms and conditions are incorporated by reference into this Agreement and made a part hereof as if fully set out herein.

Section 2. Additional Trademarks Or Service Marks. If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new trademarks or service marks, the provisions of Section 1 shall automatically apply thereto and the Borrower shall give prompt written notice thereof to LaSalle. The Borrower irrevocably and unconditionally authorizes LaSalle to modify this Agreement by amending Exhibit A to include any additional or future trademarks, service marks and applications therefor owned or acquired by the Borrower without any further assent or signature of the Borrower.

Section 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to LaSalle under the Loan Agreement. The terms and conditions of the Loan Agreement shall remain in full force and effect in accordance with its terms, notwithstanding the execution, delivery and recordation of this Agreement.

Section 4. Representations And Warranties. The Borrower represents and warrants that:

- a. The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;
- b. Each of the Trademarks is valid and enforceable;
- c. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- d. The Borrower is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Borrower not to sue third persons;
- e. The Borrower has the unqualified right to enter into this Agreement and to perform its terms;
- f. The Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- g. The Borrower has used or required the use of, and will continue to use or require the use of for the duration of this Agreement, consistent standards of quality in the manufacture of products sold and services rendered under the Trademarks.

Section 5. Maintenance of Trademarks; Prosecution Of Applications And Proceedings. The Borrower shall: (a) maintain the registration of the Trademarks; (b) take all actions necessary to maintain, preserve and continue the validity and enforceability of the Trademarks, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees; and (c) through counsel acceptable to LaSalle, (i) prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter, (ii) make federal application on registrable but unregistered Trademarks, (iii) file and prosecute opposition and cancellation proceedings, and (iv) do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. The Borrower shall not, without the prior written consent of LaSalle: (a) abandon any of the Trademarks, or (b) bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne

by the Borrower. In the event of any litigation involving the Trademarks, LaSalle may, if necessary, be joined as a nominal party to such suit if LaSalle shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Borrower hereby agrees to reimburse and indemnify LaSalle for all damages, costs and expenses, including attorney's fees, incurred by LaSalle in the fulfillment of the provisions of this Section.

Section 6. Agreement to Assign Interest. Upon the occurrence of an Event of Default, in addition to all other rights and remedies available to LaSalle under the Loan Agreement or applicable law, the Borrower hereby agrees to execute any and all documents, agreements and instruments considered necessary, appropriate or convenient by LaSalle or its counsel to effectuate the assignment, transfer and conveyance of the Trademarks to LaSalle or its assignee. The Borrower hereby irrevocably and unconditionally authorizes and empowers LaSalle to make, constitute and appoint any officer or agent of LaSalle as LaSalle may select, in its exclusive discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's name on all such documents, agreements and instruments, including without limitation assignments. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement, and constitutes a power of attorney coupled with an interest. All of LaSalle's rights and remedies with respect to the Trademarks, whether established by this Agreement, by the Loan Agreement, by any other Loan Document, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 7. Patent And Trademark Office May Rely Upon This Agreement. If LaSalle shall elect to exercise any of the rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon LaSalle's written statement of LaSalle's right to sell, assign and transfer the Trademarks and the Borrower hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office to recognize such sale by LaSalle either in the Borrower's name or in LaSalle's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Borrower under the Loan Agreement.

Section 8. Costs And Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by LaSalle in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Borrower on demand by LaSalle and until

so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

Section 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

Section 10. No Assignment Or Further Lien. The Borrower shall not assign, transfer or convey its interests in the Trademarks, nor shall the Borrower grant any further lien or security interest in all or any of the Trademarks, without the prior written consent of LaSalle.

Section 11. Further Assurances. The Borrower shall execute any further or additional documents considered necessary, appropriate or proper by LaSalle to effectuate the purposes and intent of this Agreement.

Section 12. Amendment. The terms and conditions of this Agreement may be modified, altered, waived, or amended only by a writing executed by LaSalle consenting to the modification, alteration, waiver, or amendment.

Section 13. Severability. If any of the provisions of this Agreement are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Agreement.

Section 14. Successors And Assigns. The terms, covenants and conditions contained in this Agreement shall inure to the benefit of LaSalle and its successors and assigns, and shall be binding upon the Borrower and its successors and assigns.

Section 15. Choice Of Law. The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this Agreement and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this Agreement and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of this Agreement or which occurred or were to occur as a direct or indirect result of this Agreement having been executed.

Section 16. Consent To Jurisdiction; Agreement As To Venue. The Borrower irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Maryland and of the United States District Court For The District Of Maryland, if a basis for federal jurisdiction exists. The Borrower agrees that venue shall be proper in any circuit court of the State of Maryland selected by LaSalle or in the United States

District Court For The District Of Maryland if a basis for federal jurisdiction exists and waives any right to object to the maintenance of a suit in any of the state or federal courts of the State of Maryland on the basis of improper venue or of inconvenience of forum.

Section 17. Waiver Of Jury Trial. The Borrower (by its execution hereof) and LaSalle (by its acceptance of this Agreement) agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this Agreement, the Loan Documents, or any other document or agreement which in any way relates, directly or indirectly, to this Agreement, the Loan Documents, the Obligations or any event, transaction or occurrence arising out of or in any way connected with this Agreement, the Loan Documents, any of the Obligations, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE BORROWER AND LASALLE HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The Borrower acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that LaSalle would not enter into the subject transactions if this provision were not part of this Agreement.

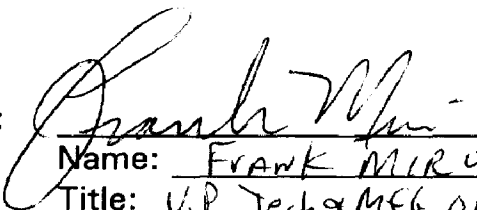
IN WITNESS WHEREOF, the Borrower has executed this Agreement as of the date first above written with the specific intention of creating an instrument under seal.

ATTEST:

BORROWER:

FILM TECHNOLOGIES INTERNATIONAL, INC.,  
A Florida Corporation



By:  (SEAL)  
Name: FRANK MIRO  
Title: V.P. Tech & Mfg. Oper



ACKNOWLEDGMENT

STATE OF Georgia, CITY/COUNTY OF DeKalb, TO WIT:

I HEREBY CERTIFY that on this 28 day of February, 2000, before me, the undersigned Notary Public of the jurisdiction aforesaid, personally appeared FRANK MURD, and acknowledged himself to be the V.P. Tech. & Mfg. Oper of FILM TECHNOLOGIES INTERNATIONAL, INC., a Florida corporation, and that he, as such V.P. Tech. & Mfg. Oper, being authorized so to do, executed the foregoing instrument in the capacity and for the purposes therein contained, by signing the name of FILM TECHNOLOGIES INTERNATIONAL, INC., by himself as V.P. Tech. & Mfg. Oper.

IN WITNESS MY Hand and Notarial Seal.

Ruby May (SEAL)  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, DeKalb County, Georgia  
~~My Commission Expires August 14, 2000~~

**EXHIBIT A**  
**TO TRADEMARK SECURITY AGREEMENT**

**Schedule Of Trademarks**

a. **Federal Trademark Applications Pending**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Solar-Shield	75/564,468	October 5, 1998
Elite	75/794,333	September 8, 1999
Quick Clear	75/823,958	October 16, 1999
Elite	75/906,871	February 1, 2000
Diamond Dealer	75/906,872	February 1, 2000