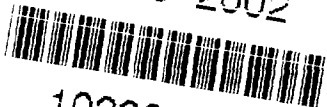


11-29-2002



102296608

Tab settings

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

1. Name of conveying party(ies):

FMC Corporation

11-19-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: October 21, 2002

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

Name: Citicorp USA, Inc. (as administrative agent)

Internal

Address:

Street Address: Two Penns Way

City: New Castle State: DE Zip: 19720

- 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 Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached  Yes  No

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

Name: Jonathon Tunic

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

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

205

7. Total fee (37 CFR 3.41):..... \$ 5140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

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

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.

Phyllis Eremitaggio  
Name of Person Signing

*Phyllis Eremitaggio*  
Signature

November 19, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

11/27/2002 BTOM11 00000144 230800 76244239

01 FC:8521 40.00 CH  
02 FC:8522 5100.00 CH

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

- |    |                        |                  |
|----|------------------------|------------------|
| A. | REGISTERED TRADEMARKS  | SEE ATTACHMENT A |
| B. | TRADEMARK APPLICATIONS | SEE ATTACHMENT A |
| C. | TRADEMARK LICENSES     | SEE ATTACHMENT B |

**ATTACHMENT A TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b>MARK</b>            | <b>COUNTRY</b> | <b>STATUS</b> | <b>REGISTRATION<br/>(APPLICATION)<br/>NO.</b> |
|------------------------|----------------|---------------|---|
| 611                    | USA            | PENDING       | (76244239)                                    |
| ABSORBTAPLUS           | USA            | REGISTERED    | 2220710                                       |
| ACCELERATE             | USA            | REGISTERED    | 2192502                                       |
| AC-DI-SOL              | USA            | REGISTERED    | 1121687                                       |
| ACRES AHEAD and design | USA            | PENDING       | (76372504)                                    |
| ADVACOR                | USA            | REGISTERED    | 2375559                                       |
| ADVAGUARD              | USA            | REGISTERED    | 2236995                                       |
| ADVAGUARD              | USA            | REGISTERED    | 2505090                                       |
| ADVASERVE              | USA            | REGISTERED    | 2416479                                       |
| AIM                    | USA            | REGISTERED    | 2585600                                       |
| AIM design             | USA            | REGISTERED    | 2585614                                       |
| ALGEFIBER              | USA            | PENDING       | (78155989)                                    |
| AMMO                   | USA            | REGISTERED    | 1195494                                       |
| APACHE                 | USA            | REGISTERED    | 1444817                                       |
| AQUACOAT               | USA            | REGISTERED    | 1152055                                       |
| AQUATERIC              | USA            | REGISTERED    | 1222256                                       |
| ARIA                   | USA            | PENDING       | (76296052)                                    |
| ARRIVO                 | USA            | REGISTERED    | 1063099                                       |
| ASSOCIATE              | USA            | PENDING       | (76078168)                                    |
| ASTRO                  | USA            | REGISTERED    | 1960346                                       |
| AUTHORITY              | USA            | REGISTERED    | 2494518                                       |
| AUTHORITY and design   | USA            | REGISTERED    | 2547483                                       |
| AVICEL                 | USA            | REGISTERED    | 717028  |
| AVICEL-PLUS!           | USA            | REGISTERED    | 2217831                                       |
| AVISPHERES             | USA            | PENDING       | 75850913                                      |
| BIFLEX                 | USA            | REGISTERED    | 1949903                                       |
| BRIGADE                | USA            | REGISTERED    | 1409140                                       |
| CAPTURE                | USA            | REGISTERED    | 1358805                                       |
| CENTTIUM               | USA            | PENDING       | (76293164)                                    |
| CIRRUS                 | USA            | PENDING       | (75404843)                                    |
| CL 611                 | USA            | PENDING       | (76244238)                                    |
| CLEANFIELDS            | USA            | REGISTERED    | 2172240                                       |

**ATTACHMENT A TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b>MARK</b>            | <b>COUNTRY</b> | <b>STATUS</b> | <b>REGISTRATION<br/>(APPLICATION)<br/>NO.</b> |
|------------------------|----------------|---------------|---|
| CLEARLI                | USA            | PENDING       | (76223252)                                    |
| COMMAND                | USA            | REGISTERED    | 1191052                                       |
| COMMENCE               | USA            | REGISTERED    | 2050355                                       |
| COMPACT                | USA            | PENDING       | (76213431)                                    |
| CUSTOM DELIVERY SYSTEM | USA            | REGISTERED    | 2419402                                       |
| CYNOFF                 | USA            | REGISTERED    | 1479304                                       |
| DEFENDER               | USA            | PENDING       | (76235347)                                    |
| DRAGNET                | USA            | REGISTERED    | 1058195                                       |
| DUROX                  | USA            | REGISTERED    | 2311717                                       |
| ECHELON                | USA            | PENDING       | (76293165)                                    |
| ECLIP                  | USA            | PENDING       | 75866943                                      |
| ENDURANCE MCC          | USA            | REGISTERED    | 2166250                                       |
| ENDURANCE PLUS         | USA            | REGISTERED    | 2292984                                       |
| ENGEL                  | USA            | PENDING       | 2588397                                       |
| ERUPT                  | USA            | PENDING       | (75642346)                                    |
| FIRSTLINE              | USA            | REGISTERED    | 2067744                                       |
| FIRSTLINE              | USA            | REGISTERED    | 2095656                                       |
| FIRSTLINE and design   | USA            | REGISTERED    | 2247905                                       |
| FIRSTLINE and design   | USA            | REGISTERED    | 2160757                                       |
| FLEE                   | USA            | PENDING       | (76197702)                                    |
| FLUORGUARD             | USA            | PENDING       | (75241411)                                    |
| FMC                    | USA            | REGISTERED    | 1027170                                       |
| FMC                    | USA            | REGISTERED    | 1038066                                       |
| FMC                    | USA            | REGISTERED    | 1052634                                       |
| FMC                    | USA            | REGISTERED    | 1055496                                       |
| FMC                    | USA            | REGISTERED    | 1071605                                       |
| FMC                    | USA            | REGISTERED    | 1095676                                       |
| FMC                    | USA            | REGISTERED    | 1095700                                       |
| FMC                    | USA            | REGISTERED    | 1095747                                       |
| FMC                    | USA            | REGISTERED    | 1095761                                       |
| FMC                    | USA            | REGISTERED    | 1095884                                       |
| FMC                    | USA            | REGISTERED    | 1096269                                       |

**ATTACHMENT A TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b>MARK</b>        | <b>COUNTRY</b> | <b>STATUS</b> | <b>REGISTRATION<br/>(APPLICATION)<br/>NO.</b> |
|--------------------|----------------|---------------|---|
| FMC                | USA            | REGISTERED    | 1173769                                       |
| FMC                | USA            | REGISTERED    | 1285041                                       |
| FMC                | USA            | REGISTERED    | 1302310                                       |
| FMC                | USA            | REGISTERED    | 886956  |
| FMC                | USA            | REGISTERED    | 2113695                                       |
| FMC                | USA            | REGISTERED    | 2216332                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1000743                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1001220                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1008986                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1010753                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1036808                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1037195                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1128155                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1159063                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1175674                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1180842                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1372014                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1394695                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1486728                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1498914                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 1540121                                       |
| FMC (STYLIZED)     | USA            | REGISTERED    | 988878  |
| FMC (STYLIZED)     | USA            | REGISTERED    | 989431  |
| FMC (STYLIZED)     | USA            | REGISTERED    | 990003  |
| FMC (STYLIZED)     | USA            | REGISTERED    | 991777  |
| FMC (STYLIZED)     | USA            | REGISTERED    | 2228065                                       |
| FMC FEED FOCUS     | USA            | REGISTERED    | 1884896                                       |
| FORMULA 2          | USA            | REGISTERED    | 993553  |
| FURADAN            | USA            | REGISTERED    | 1007267                                       |
| FURADAN            | USA            | REGISTERED    | 830459  |
| FURADAN and design | USA            | REGISTERED    | 2269469                                       |
| FURY               | USA            | REGISTERED    | 2360239                                       |

**ATTACHMENT A TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b>MARK</b>                   | <b>COUNTRY</b> | <b>STATUS</b> | <b>REGISTRATION<br/>(APPLICATION)<br/>NO.</b> |
|-------------------------------|----------------|---------------|---|
| FURY design                   | USA            | PENDING       | (76280404)                                    |
| GAMIT                         | USA            | REGISTERED    | 1450321                                       |
| GAUNTLET                      | USA            | REGISTERED    | 2,518,276                                     |
| GAUNTLET design               | USA            | REGISTERED    | 2579863                                       |
| GELLOID                       | USA            | PENDING       | (76347870)                                    |
| GELBOND                       | USA            | REGISTERED    | 1171228                                       |
| GELBOND                       | USA            | PENDING       | (76313141)                                    |
| GELCARIN                      | USA            | REGISTERED    | 573436  |
| GELCARIN                      | USA            | REGISTERED    | 573996  |
| GELCARIN                      | USA            | PENDING       | (78130744)                                    |
| GELSTAR                       | USA            | REGISTERED    | 1448035                                       |
| GELSTAR                       | USA            | REGISTERED    | 2468359                                       |
| GOLDEN LEAF and design        | USA            | PENDING       | (76214001)                                    |
| GRADE 100                     | USA            | REGISTERED    | 2221906                                       |
| GRIZZLI                       | USA            | PENDING       | (76372501)                                    |
| HATCHTRAK                     | USA            | PENDING       | (78155819)                                    |
| HFT                           | USA            | PENDING       | (76314903)                                    |
| HFT Logo                      | USA            | PENDING       | (76372500)                                    |
| HRS                           | USA            | PENDING       | (78125808)                                    |
| HY-BRITE                      | USA            | REGISTERED    | 996932  |
| HYDROFORMULATED<br>TECHNOLOGY | USA            | PENDING       | (76314902)                                    |
| INITIALI                      | USA            | PENDING       | (76214000)                                    |
| INITIALI and design           | USA            | PENDING       | (76314906)                                    |
| LACTARIN                      | USA            | REGISTERED    | 1410996                                       |
| LAMITEX                       | USA            | REGISTERED    | 1991536                                       |
| LATTICE                       | USA            | PENDING       | (76283237)                                    |
| LECTRO                        | USA            | PENDING       | (75062523)                                    |
| LECTRO-SALT                   | USA            | REGISTERED    | 1251991                                       |
| LIFETECH                      | USA            | REGISTERED    | 2109423                                       |
| LIFETIME                      | USA            | REGISTERED    | 2077830                                       |
| LIMIT                         | USA            | REGISTERED    | 2088001                                       |

**ATTACHMENT A TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b>MARK</b>                                 | <b>COUNTRY</b> | <b>STATUS</b> | <b>REGISTRATION<br/>(APPLICATION)<br/>NO.</b> |
|---|----------------|---------------|---|
| LITHCHIPS                                   | USA            | REGISTERED    | 1275667                                       |
| LITHCO                                      | USA            | REGISTERED    | 1395437                                       |
| LITHOSPAR                                   | USA            | REGISTERED    | 1060314                                       |
| LIZEL                                       | USA            | REGISTERED    | 2101819                                       |
| LODESTAR                                    | USA            | PENDING       | (75588391)                                    |
| LUSTRECLEAR                                 | USA            | REGISTERED    | 2528228                                       |
| LUSTRECOLOR                                 | USA            | PENDING       | (75813083)                                    |
| LUSTREGLOSS                                 | USA            | PENDING       | (78127062)                                    |
| MARSHAL                                     | USA            | REGISTERED    | 1163384                                       |
| MASTERING THE ART OF<br>INNOVATIVE THINKING | USA            | PENDING       | (76026790)                                    |
| MATADOR                                     | USA            | REGISTERED    | 2232485                                       |
| MICROQUICK                                  | USA            | REGISTERED    | 1387922                                       |
| MICROTHIX                                   | USA            | PENDING       | (78155991)                                    |
| MUSTANG                                     | USA            | REGISTERED    | 1860640                                       |
| MUSTANG design                              | USA            | PENDING       | (76223964)                                    |
| NILYN                                       | USA            | REGISTERED    | 2358118                                       |
| NO LIMIT                                    | USA            | PENDING       | (76244240)                                    |
| NO LIMIT and design                         | USA            | PENDING       | (76253345)                                    |
| NOVAGEL                                     | USA            | REGISTERED    | 2184353                                       |
| NOVAMATRIX                                  | USA            | PENDING       | (78125750)                                    |
| NUTRICOL                                    | USA            | REGISTERED    | 1532498                                       |
| OPS   | USA            | PENDING       | 78-166773                                     |
| OXYPURE                                     | USA            | REGISTERED    | 2370221                                       |
| PERMEOX                                     | USA            | REGISTERED    | 1705721                                       |
| PLATFORM                                    | USA            | PENDING       | (76318742)                                    |
| POLICHELIC                                  | USA            | PENDING       | (76314904)                                    |
| POLICHELIC and design                       | USA            | PENDING       | (76314905)                                    |
| POSSE                                       | USA            | REGISTERED    | 1058194                                       |
| POUNCE                                      | USA            | REGISTERED    | 1071269                                       |
| PREVAIL                                     | USA            | REGISTERED    | 1591664                                       |
| PROTAWELD                                   | USA            | PENDING       | (76223253)                                    |
| PROTACID                                    | USA            | PENDING       | (78125771)                                    |

**ATTACHMENT A TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b>MARK</b>         | <b>COUNTRY</b> | <b>STATUS</b> | <b>REGISTRATION<br/>(APPLICATION)<br/>NO.</b> |
|---------------------|----------------|---------------|---|
| PROTANAL            | USA            | REGISTERED    | 1939118                                       |
| PROTURON            | USA            | PENDING       | (76280403)                                    |
| QUALITAINER         | USA            | REGISTERED    | 2161190                                       |
| QUALITAINER         | USA            | REGISTERED    | 2175304                                       |
| RENEW               | USA            | REGISTERED    | 2065396                                       |
| RUGBY               | USA            | REGISTERED    | 1428982                                       |
| S-CARB              | USA            | REGISTERED    | 1388770                                       |
| SCOGIN              | USA            | REGISTERED    | 1891872                                       |
| SCOTEX              | USA            | REGISTERED    | 1892857                                       |
| SEAGEL              | USA            | REGISTERED    | 952500  |
| SEAKEM              | USA            | REGISTERED    | 581527  |
| SEAKEM              | USA            | REGISTERED    | 575982  |
| SEAKEM              | USA            | REGISTERED    | 1314142                                       |
| SEASPEN             | USA            | REGISTERED    | 872406  |
| Seed Treatment Logo | USA            | REGISTERED    | 1888172                                       |
| SESQUI              | USA            | REGISTERED    | 2220709                                       |
| SHARK               | USA            | REGISTERED    | 2457641                                       |
| SKIRMISH            | USA            | REGISTERED    | 2232464                                       |
| SMARTBAIT           | USA            | PENDING       | (76143480)                                    |
| SMARTBIZ            | USA            | PENDING       | (76143498)                                    |
| SMARTDISC           | USA            | PENDING       | (75816529)                                    |
| SMARTRAK            | USA            | REGISTERED    | 2541239                                       |
| SMARTROUTE          | USA            | PENDING       | (76143497)                                    |
| SPARTAN             | USA            | REGISTERED    | 2232484                                       |
| SPB design          | USA            | REGISTERED    | 2395174                                       |
| SPB design          | USA            | REGISTERED    | 2406620                                       |
| SPIDERWEB           | USA            | REGISTERED    | 2457237                                       |
| SPIDERWEB           | USA            | REGISTERED    | 2535794                                       |
| SPIDERWEB design    | USA            | REGISTERED    | 2457238                                       |
| SPIDERWEB design    | USA            | REGISTERED    | 2537814                                       |
| STALLION            | USA            | PENDING       | (76293163)                                    |
| STARBURST LOGO      | USA            | REGISTERED    | 1604236                                       |



**ATTACHMENT A TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b>MARK</b>                   | <b>COUNTRY</b> | <b>STATUS</b> | <b>REGISTRATION<br/>(APPLICATION)<br/>NO.</b> |
|-------------------------------|----------------|---------------|---|
| STARION                       | USA            | PENDING       | (75/536984)                                   |
| SUPER D                       | USA            | REGISTERED    | 1477253                                       |
| SYSTEMATIC TERMITE<br>CONTROL | USA            | REGISTERED    | 2371460                                       |
| TALSTAR                       | USA            | REGISTERED    | 1354921                                       |
| TENDING TURF                  | USA            | REGISTERED    | 2358117                                       |
| U-TURN                        | USA            | REGISTERED    | 1478279                                       |
| U-TURN                        | USA            | REGISTERED    | 1552493                                       |
| U-TURN and design             | USA            | REGISTERED    | 1822790                                       |
| U-TURN and design             | USA            | REGISTERED    | 1534959                                       |
| VIGOROX                       | USA            | REGISTERED    | 1945951                                       |
| VISCARIN                      | USA            | REGISTERED    | 573997  |
| VISCARIN                      | USA            | REGISTERED    | 936380  |
| VITACEL                       | USA            | REGISTERED    | 1362783                                       |
| Vitamin Design                | USA            | REGISTERED    | 2398233                                       |

**ATTACHMENT B TO SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

| <b><u>LICENSOR</u></b> | <b><u>LICENSEE</u></b>           | <b><u>DATE</u></b> |
|------------------------|----------------------------------|--------------------|
| FMC CORPORATION        | FMC TECHNOLOGIES, INC.           | 31-May-01          |
| FMC CORPORATION        | CBM ACQUISITION CORPORATION      | 3-Jun-99           |
| FMC CORPORATION        | BORAL MATERIAL TECHNOLOGIES INC. | 16-Nov-99          |
| FMC CORPORATION        | MASON MART                       | 23-Mar-00          |
| FMC CORPORATION        | THE EUCLID CHEMICAL CO.          | 17-Apr-02          |

**TRADEMARK SECURITY AGREEMENT**, dated as of October 21, 2002, by FMC CORPORATION (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of October 21, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Lenders and Issuers party thereto and CUSA, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the U.S. Subsidiary Guaranty pursuant to which they have guaranteed the Secured Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Bank Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Bank Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Bank Administrative Agent as follows:

***Section 1.*** Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

***Section 2.*** Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Bank Administrative Agent for the benefit of the Secured Parties, and grants to the Bank Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

#### **ARTICLE I. SECURITY AGREEMENT**

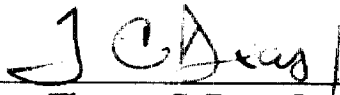
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank Administrative Agent 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 are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

FMC CORPORATION,  
*as Borrower and Grantor*

By:   
Name: Thomas C. Deas, Jr.  
Title: Vice President & Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Administrative Agent*

By:   
Name: Carolyn A. Sheridan  
Title: Managing Director & Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 002621 FRAME: 0339

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
COUNTY OF New York ) ss.

On this 21st day of October, 2002 before me personally appeared Thomas C. Das Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TRU Corporation who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Grainheda Miguez  
Notary Public

NOTARY PUBLIC  
State of New York  
My Comm. Exp. 06/30/04  
New York County

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]