



07-24-2003



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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): 7-17-03  
Moll Industries, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: Wells Fargo Foothill, Inc.  
Internal  
Address: as Administrative Agent

Street Address: 1000 Abernathy Rd, Suite 1450  
City: Atlanta State: GA Zip: 30328

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Senior Subordinated Secured Note and Security Agreement  
Execution Date: 6/24/2003

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) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 2,081,384,  
2,162,650, 2,503,497, 2,501,341

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: LaShana C. Jimmar, Paralegal  
Internal Address: Paul, Hastings, Janofsky & Walker LLP  
Street Address: 600 Peachtree Street  
Suite 2400  
City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: ..... 4

7. Total fee (37 CFR 3.41).....\$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
16-0752

**DO NOT USE THIS SPACE**

9. Signature.  
LaShana C. Jimmar, Paralegal  
Name of Person Signing

Signature

July 14, 2003  
Date

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

07/23/2003 ED00PER 00000146 2081384

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

01 FC:8521 40.00 DP  
02 FC:8522 75.00 DP

**TRADEMARK**  
**REEL: 002796 FRAME: 0064**

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

(Executed in connection with the Senior Subordinated Secured Note and Security Agreement)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of the 24<sup>th</sup> day of June, 2003, by and among MOLL INDUSTRIES, INC., a Delaware corporation (the "Pledgor"), in favor of WELLS FARGO FOOTHILL, INC., formerly known as Foothill Capital Corporation, a California corporation, in its capacity as administrative agent (the "Agent") pursuant to the Loan Agreement (as defined below).

### **WITNESSETH:**

WHEREAS, pursuant to that certain Senior Subordinated Secured Note and Security Agreement dated as of June 24, 2003, by and among the Pledgor, the Agent, and the other parties signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender Group (as defined therein) has agreed to make Term Loans (as defined therein) pursuant to the terms and conditions thereof; and

WHEREAS, the Lender Group is willing to extend credit to the Pledgor as provided for in the Loan Agreement, but only upon the condition, among others, that the Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of the Pledgor under the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement; Subordination Agreement.

(a) The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

(b) Notwithstanding anything contained in this Agreement to the contrary, this Agreement is subject to the terms and conditions of that certain Intercreditor and Subordination

Agreement dated as of the date hereof, by and among ~~Borrower~~Pledgor, Wells Fargo Foothill, Inc., in its capacity as Agent under the Loan Agreement, Wells Fargo Foothill, Inc. in its capacity as Agent under the Senior Secured Loan Documents, and the ~~Senior Subordinated~~ Lenders.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Pledgor's now owned or existing and hereafter acquired or arising domestic:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether the Pledgor is a licensee or licensor under any such license agreement,

including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. No Pledgor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Trademarks, Copyrights, Patents and Licenses. The Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by the Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright applications and registrations now owned or held by the Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which the Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by the Pledgor to any Person other than to the Agent or as otherwise permitted in the Loan Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgor shall give to the Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. The Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as

the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. The Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under Paragraph 16 or pursuant to any Loan Document shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to the Pledgor.

8. Further Assignments and Security Interest. The Pledgor agrees (a) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Copyrights or Patents without the prior written consent of the Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgor, at Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement.

10. Duties of The Pledgor. The Pledgor shall have the duty, to the extent desirable in the normal conduct of the Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. The Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of the Pledgor's business without the prior written consent of the Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. The Agent shall not have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Obligations secured hereby.

11. Indemnification by The Pledgor. **THE PLEDGOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE AGENT FOR ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) OF ANY KIND WHATSOEVER WHICH MAY BE IMPOSED ON, INCURRED BY OR ASSERTED AGAINST THE AGENT IN CONNECTION WITH OR IN ANY WAY ARISING OUT OF ANY SUITS, PROCEEDINGS OR OTHER ACTIONS, RELATING TO ANY OR ALL OF THE TRADEMARKS, PATENTS, COPYRIGHTS OR LICENSES (INCLUDING, WITHOUT LIMITATION, WHETHER BROUGHT BY THE PLEDGOR, OR ANY OTHER PERSON, SUITS, PROCEEDINGS OR OTHER ACTIONS IN WHICH AN ALLEGATION OF LIABILITY, STRICT OR OTHERWISE, IS OR MAY BE MADE BY**

ANY PERSON WHO ALLEGES OR MAY ALLEGE HAVING SUFFERED DAMAGES AS A CONSEQUENCE OF ALLEGED IMPROPER, IMPRUDENT, RECKLESS, NEGLIGENT, WILLFUL, FAULTY, DEFECTIVE OR SUBSTANDARD DESIGN, TESTING, SPECIFICATION, MANUFACTURING SUPERVISION, MANUFACTURING DEFECT, MANUFACTURING DEFICIENCY, PUBLICITY OR ADVERTISEMENT OR IMPROPER USE, HOWSOEVER ARISING OR BY WHOMSOEVER CAUSED, OF ANY INVENTIONS DISCLOSED AND CLAIMED IN THE PATENTS OR ANY OF THEM); UNLESS WITH RESPECT TO ANY OF THE ABOVE, THE AGENT IS JUDICIALLY DETERMINED TO HAVE ACTED OR FAILED TO ACT WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE INDEMNIFICATION IN THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Agent shall commence any such suit, the Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

13. Waivers. The Agent's failure, at any time hereafter, to require strict compliance and performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent, and directed to the Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) The Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Pledgor's or the Agent's name, upon the occurrence and during the continuance of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, (iii) grant or issue any exclusive or

nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, the Patents, the Copyrights or the Licenses as the Agent deems in its best interest for the payment of the Obligations. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Agent to exercise any of its remedies under the Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement, by any other Loan Document or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, the Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonable and properly given if given at least 10 days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon the Pledgor and its successors and assigns, and shall inure to the benefit of the Agent and its nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas (without regard to its conflict of laws principles).

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

22. Agent. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademarks, Patents, Copyrights and Licenses and shall not impose any duty upon the Agent to exercise any such powers. The Agent shall have no duty with respect to the Trademarks, Patents, Copyrights and Licenses or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any of the Trademarks, Patents, Copyrights and Licenses. Each reference herein to any right granted to, benefit conferred upon or power exercisable, exercised, or action taken by the Agent shall be deemed to be a reference to, or be deemed to have been so taken, as the case may be, by Agent in its capacity as Agent pursuant to the Loan Agreement for the benefit of the Lender Group.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Pledgor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgor and the Agent.

24. Effectiveness. This Agreement shall become effective on the Closing Date.

*[remainder of this page intentionally left blank]*



IN WITNESS WHEREOF, the Pledgor has duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed  
before me this 24<sup>th</sup> day  
of June, 2003



NOTARY PUBLIC  
My Commission Expires:



**MOLI INDUSTRIES, INC.**, a Delaware  
corporation

By: A. Sprau

Its: Asst. Sec

**SIGNATURE PAGE**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
(Executed in connection with the Senior Subordinated Secured Note and Security Agreement)

**TRADEMARK**  
**REEL: 002796 FRAME: 0072**

**SCHEDULE 1**  
**Current Trademarks and Trademark Applications**

<b><u>PLEDGOR</u></b>	<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>SERIAL NO. OR REGISTRATION NO.</u></b>	<b><u>APP/REG DATE</u></b>
Moll Industries, Inc.	United States	COMPRESSION	2,081,384	22-Jul-1997
Moll Industries, Inc.	United States	C COMPRESSION (& Design)	2,162,650	2-Jun-1998
Moll Industries, Inc.	European Union	COMPRESSION (CTM)	001231968	2-Jul-1999
Moll Industries, Inc.	United States	MOLL	2,503,497	6-Nov-2001
Moll Industries, Inc.	United States	MOLL INDUSTRIES	2,501,341	30-Oct-2001
Moll Industries, Inc.	Canada	COMPRESSION (Canada registration)	565,552	6-Aug-2002

**Trade Names**

Moll  
Moll Industries, Inc.  
Textek Plastics  
Mid State Plastics  
Compression

**Trademarks Not Currently In Use**

None

**SCHEDULE 2****Patents**

<b><u>PLEDGOR</u></b>	<b><u>COUNTRY</u></b>	<b><u>PATENT NAME</u></b>	<b><u>NUMBER</u></b>	<b><u>ISSUE DATE</u></b>
Moll Industries, Inc.	US	Brush for Improved Tuft Retention and Anchor Wire Therefor	5,740,579	21-Apr-1998
Moll Industries, Inc.	Australia	Brush for Improved Tuft Retention and Anchor Wire Therefor	718687	11-Jun-2000
Moll Industries, Inc.	Canada	Brush for Improved Tuft Retention and Anchor Wire Therefor	2227546	28-May-2001
Moll Industries, Inc.	European Union	Brush for Improved Tuft Retention and Anchor Wire Therefor	96919363.0	22-May-2001
Moll Industries, Inc.	Hong Kong	Brush for Improved Tuft Retention and Anchor Wire Therefor	98110158	30-Aug-2001
Moll Industries, Inc.	Norway	Brush for Improved Tuft Retention and Anchor Wire Therefor	1998 0396	21-Mar-2003
Moll Industries, Inc.	New Zealand	Brush for Improved Tuft Retention and Anchor Wire Therefor	310845	5-Oct-2000
Moll Industries, Inc.	Philippines	Brush for Improved Tuft Retention and Anchor Wire Therefor	53410	4-Jun-2001
Moll Industries, Inc.	Poland	Brush for Improved Tuft Retention and Anchor Wire Therefor	182335	10-May-2001
Moll Industries, Inc.	Russia	Brush for Improved Tuft Retention and Anchor Wire Therefor	RU2145480	20-Feb-2000
Moll Industries, Inc.	Vietnam	Brush for Improved Tuft Retention and Anchor Wire Therefor	2426	11-Dec-2001

Moll Industries, Inc.	Botswana	Wire Anchor for Improved Tuft Retention	BW/A/98/0009	31-Jan-2002
Moll Industries, Inc.	Colombia	Wire Anchor for Improved Tuft Retention	26714	12-June-2002
Moll Industries, Inc.	Costa Rica	Wire Anchor for Improved Tuft Retention	2556	21-Mar-2000
Moll Industries, Inc.	Dominican Republic	Wire Anchor for Improved Tuft Retention	5361	12-Nov-1997
Moll Industries, Inc.	Indonesia	Wire Anchor for Improved Tuft Retention	ID0004743	24-Dec-1999
Moll Industries, Inc.	Israel	Wire Anchor for Improved Tuft Retention	118640	3-Dec-2000
Moll Industries, Inc.	Taiwan	Wire Anchor for Improved Tuft Retention	NI 119525	26-Feb-1997
Moll Industries, Inc.	Thailand	Wire Anchor for Improved Tuft Retention	31879	28-Feb-2003
Moll Industries, Inc.	South Africa	Wire Anchor for Improved Tuft Retention	96/4994	26-Feb-1997

## Patent Applications

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>PATENT NAME</u>	<u>NUMBER</u>	
Moll Industries, Inc.	Brazil	Brush for Improved Tuft Retention and Anchor Wire Therefor	PI9611127-5	
Moll Industries, Inc.	China	Brush for Improved Tuft Retention and Anchor Wire Therefor	96198777.4	
Moll Industries, Inc.	Czech Republic	Brush for Improved Tuft Retention and Anchor Wire Therefor	PV417-98	
Moll Industries, Inc.	Hungary	Brush for Improved Tuft Retention and Anchor Wire Therefor	9901097	
Moll Industries, Inc.	Mexico	Brush for Improved Tuft Retention and Anchor Wire Therefor	986602	
Moll Industries, Inc.	Argentina	Wire Anchor for Improved Tuft Retention	337042	
Moll Industries, Inc.	Malaysia	Wire Anchor for Improved Tuft Retention	PI9602371	

**SCHEDULE 3**

**Copyrights**

None



Current Trademarks and Trademark Applications

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>APP/REG DATE</u>
Moll Industries, Inc.	United States	COMPRESSION	2,081,384	22-Jul-1997
Moll Industries, Inc.	United States	C COMPRESSION (& Design)	2,162,650	2-Jun-1998
Moll Industries, Inc.	European Union	COMPRESSION (CTM)	001231968	2-Jul-1999
Moll Industries, Inc.	United States	MOLL	2,503,497	6-Nov-2001
Moll Industries, Inc.	United States	MOLL INDUSTRIES	2,501,341	30-Oct-2001
Moll Industries, Inc.	Canada	COMPRESSION (Canada registration)	565,552	6-Aug-2002

## **SCHEDULE 4**

### **Licenses**

License Agreement dated January 1, 1999 between Moll Industries and Berkenhoff GmbH licensing use of Brush for Imported Tuft Retention and Anchor Wire therefor (United States Patent # 5,740,579) process to Berkenhoff GmbH on a non-exclusive, worldwide basis for the life of the United States patent.