

1/18/05

02-08-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

RECO
TR. 102934952

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): <u>Whitestone Acquisition Corp.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Delaware) <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____ Execution Date(s) <u>January 14, 2005</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Webster Bank, National Association</u></p> <p>Internal Address: _____ Street Address: <u>80 Elm Street</u> City: <u>New Haven</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06510</u></p> <p><input checked="" type="checkbox"/> Association Citizenship <u>U.S.A.</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
(See attachment)

B. Trademark Registration No.(s)
(See attachment)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Webster Bank, National Association</u></p> <p>Internal Address: _____ Street Address: <u>80 Elm Street</u> City: <u>New Haven</u> State: <u>CT</u> Zip: <u>06510</u> Phone Number: <u>(203) 782-4510</u> Fax Number: <u>(203) 782-4577</u> Email Address: <u>bkeegan@websterbank.com</u></p>	<p>6. Total number of applications and registrations involved: <u>21</u></p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>540.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____</p>
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9. Signature: John J. Alissi January 17, 2005
Signature Date

John J. Alissi
Name of Person Signing

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

02/07/2005 ECOOPER 00000080 76441698
01 FC:0521 40.00 DP
02 FC:8529

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop, Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003117 FRAME: 0429

PATENT AND TRADEMARK SECURITY AGREEMENT

THE PURPOSE OF THIS AGREEMENT IS TO CREATE A SECURITY INTEREST

AGREEMENT dated as of January 14, 2005 between WHITESTONE ACQUISITION CORP., a Delaware corporation with its principal place of business located at 4265 West Vernal Pike, Bloomington, Indiana 47404 (the "Company") and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association, with an office and place of business located at 80 Elm Street, New Haven, Connecticut 06510 (the "Lender").

BACKGROUND. Pursuant to the terms and provisions of a certain Revolving Credit and Term Loan Agreement executed by and between the Company and the Lender dated as of December 29, 2004 (the "Credit Agreement") and documentation related thereto which evidences and/or secures the Obligations thereunder and/or governs the Credit Agreement (collectively, along with the Credit Agreement, the "Financing Agreements"), the Lender has agreed to make available to the Borrower a loan in the original principal amount of up to \$6,000,000.00 (the "Loan"). Part of the inducement for Lender to extend the Loan to the Company is the execution by the Company of this Agreement. Payment of the Loan and the payment or performance of any other obligations (other than contingent indemnification obligations) of the Company to the Lender pursuant to the Financing Agreements or any other obligations from the Company to Lender whether now existing or hereafter arising (collectively, the "Obligations"), are to be secured by, among other things, the security interests created hereby.

NOW THEREFORE, in consideration of the premises, and as an inducement to the Lender to enter into the Financing Agreements and to extend the Loan contemplated hereby, the Company hereby agrees with the Lender as follows:

1. **Grant of Security Interest.** In order to secure payment of the Loan and any other Obligations, the Company hereby pledges, assigns and grants to the Lender a continuing security interest in and lien on all of the Company's: (i) patents, patent applications and patentable inventions, and the United States and foreign country registrations therefor (including but not limited to, those listed in Schedule A attached hereto and made a part hereof) ("Patents"); (ii) trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation, the trademarks listed on Schedule B (collectively, with the Patents, the "Collateral"); (iii) common law rights to any of the Collateral; (iv) right to sue in Lender's own name or joined with the Company, for past, present or future infringements thereof; (v) any continuations, divisions, substitutes, reissues, renewals and/or extensions thereof; (vi) rights corresponding to any of the foregoing throughout the world, all whether now existing or hereafter arising; (vii) all rights to income, royalties, profits, awards, damages, or other rights relating to the Collateral; and (viii) proceeds of any of the foregoing. Without limiting the generality of the foregoing, the Company hereby further grants, assigns and conveys to Lender an exclusive license under and to the Collateral for the purpose of enforcing all of Lender's rights and remedies under this document and the Financing Agreements. Any right to sue shall be discretionary and not an obligation of Lender.

2. Covenants and Warranties of the Company. The Company covenants and warrants that:

- (a) The Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (b) The Company is not a party to any license of any Collateral as licensor or as a licensee under any license agreements material to its business;
- (c) To the best of the Company's knowledge, each of the Collateral is valid and enforceable;
- (d) To the best of the Company's knowledge, no claim has been asserted by any third party that any of the Collateral is invalid or unenforceable;
- (e) To the best of the Company's knowledge, no claim has been made that the practice of any of the Collateral does or may violate the rights of any third person in any material respects;
- (f) Except for the security interest and conditional assignment created by this Agreement, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Collateral, free and clear of any liens, security interests, or infringements of any nature whatsoever. No effective assignment or financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office; except such as may have been filed in favor of the Lender relating to this Agreement or for which duly executed termination statements have been recorded or delivered to the Lender; and
- (g) the Company has the unqualified right to enter into this Agreement and perform its terms.

The Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with the Company's obligations, duties and liabilities under this Agreement.

The Company further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Lender:

- (h) To take all actions necessary to properly maintain and renew all Collateral that is material to the business of the Company which are or may become subject hereto for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Collateral which may be necessary or appropriate under applicable law;

(i) To file new applications to register and protect under applicable law all patentable inventions or trademarks acquired by the Company and that are material to the business of the Company but for which applications have not previously been filed or to take all other actions necessary to cause the Collateral to be issued as a result of said applications; and

(j) To protect such Collateral from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Collateral from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

3. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Company shall obtain rights to any new Collateral or become entitled to the benefit of any Collateral application or any reissue, renewal and extension of any Collateral, the Company shall give to the Lender prompt notice thereof in writing and the provisions of Paragraph 1 shall apply thereto.

4. Modifications. The Company authorizes Lender to modify this Agreement by amending Schedules A and B to include any renewals, extensions or additions to any Collateral utilized by the Company or applied for or obtained hereafter and any renewals, extensions, or additions thereto and any improvements thereon.

5. No Other Liens. The Company shall not permit or suffer to exist any lien or security interest upon the Collateral, other than Permitted Liens.

6. Events of Default. For the purpose of this Agreement, an event of default shall mean a Default or Event of Default as set forth in the Credit Agreement which definitions are incorporated herein by reference.

7. Remedies. In case any one or more Events of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Financing Agreements, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located.

8. Additional Rights of Lender. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its rights in the Collateral and any license thereunder, in which event the Company shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section.

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise by Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to Lender or allowed it by law or other agreement, shall be cumulative and not exclusive the one of any other, and may be exercised by Lender from time-to-time.

10. Further Assurances; Filing. The Company agrees to execute and deliver to Lender, Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as Lender may deem necessary, proper or desirable in obtaining the benefits of this Agreement, and the Company hereby authorizes Lender to effect any filing or recording of any such financing statement or statements relating to the Collateral or amendments thereto without the signature of the Company where lawful, and hereby appoints Lender as its attorney-in-fact to execute any such financing or other statement or statements in the name of the Company, and to perform all other acts which Lender deems appropriate to perfect and continue the security interests in, and to protect and preserve, the Collateral. The Company further agrees to assign to Lender its rights in or under any financing statements relating to the Collateral and filed in favor of the Company.

11. Expenses. The Company agrees that all reasonable and documented costs and expenses (including reasonable and documented attorneys' fees and expenses for legal services) of, or incidental to, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, custody, care, management, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of Lender, or in defending or prosecuting any actions or proceedings arising or related to the Collateral, shall all be borne and paid by the Company on demand by Lender and until paid shall become part of the Obligations secured hereby. Lender may at any time apply to the payment of all such costs and expenses all moneys of the Company or other proceeds arising from the possession or disposition of all or any portion of the Collateral.

12. Notices. All notices, requests, approvals, demands and other communications given or made in connection with the terms and provisions of this Agreement shall be deemed to have been given or made when sent by registered mail, in accordance with the provisions of the Credit Agreement.

13. Successors. All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

14. Termination. Upon the payment in full of all amounts due under the Loan and payment and performance of all other Obligations of the Company to Lender, this Agreement shall automatically terminate and Lender shall execute and deliver to the Company, at the Company's sole cost and expense, any deeds, assignments, financing statements or other instruments as may be reasonably necessary to revest in the Company full title to the Collateral.

15. Remedies Cumulative. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Severability. 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 thereof, 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.

17. Waivers. THE COMPANY HEREBY: (A) WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF LENDER'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS; AND (B) ACKNOWLEDGES THAT THE LOAN SECURED HEREBY IS A COMMERCIAL TRANSACTION AND WAIVES ITS RIGHTS UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW TO (I) NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH THE LENDER MAY BECOME ENTITLED BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND (II) REQUEST THAT THE LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT SAID COMPANY AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE LENDER BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND FURTHER, WAIVES DILIGENCE, DEMAND, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, OR OTHER ACTION TAKEN IN RELIANCE HEREON AND ALL OTHER DEMANDS AND NOTICES OR ANY DESCRIPTION IN CONNECTION WITH THIS AGREEMENT, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS. THE COMPANY ACKNOWLEDGES THAT IT MAKES THE FOREGOING WAIVERS KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THE FOREGOING WAIVERS WITH ITS ATTORNEYS. THE COMPANY FURTHER ACKNOWLEDGES THAT NO PARTY TO THIS AGREEMENT HAS AGREED WITH OR REPRESENTED TO THE COMPANY OR ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. Governing Law, Jurisdiction, Venue and Service. The validity and interpretation of this Agreement and the rights and obligations of parties under this Agreement and the Financing Agreements shall be governed by and construed in accordance with the law of the State of Connecticut (but not its conflicts of law provisions). The Company agrees the Superior Court of the Judicial District of Hartford, Connecticut or the United States District Court the District of Connecticut at Hartford shall have jurisdiction to hear and determine any claims or disputes pertain to the financing transaction of which this Agreement is a part and/or the Financing Agreement or to any matter arising or in any way related to this Agreement and/or any of the Financing Agreement, and expressly submits and consents in advance to such jurisdiction and venue in any action or proceeding.

19. Modification. This Security Agreement is subject to modification only by a writing signed by the parties.

20. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies of signatures shall be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: Barbara A. Peggan
Name: Barbara A. Peggan
Title: Vice President
Duly Authorized

WHITESTONE ACQUISITION CORP.


By: _____
James Better
Chief Executive Officer
Duly Authorized

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:
Duly Authorized

WHITESTONE ACQUISITION CORP.

By:  _____
Name: James Better
Title: Chief Executive Officer
Duly Authorized

STATE OF CONNECTICUT)

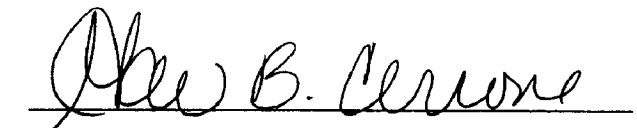
) ss. ~~Hartford~~ New Haven

COUNTY OF ~~HARTFORD~~)

New Haven

Before me, the undersigned, this 14th day of January, 2005, personally appeared Barbara Keegan, known to me to be the Vice President of Webster Bank, National Association and that she as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be her free act and deed individually and as such officer, and the free act and deed of said bank.

In Witness Whereof, I hereunto set my hand.


GAIL B. CERRONE
Notary Public **NOTARY PUBLIC**
My Commission Expires July 31, 2009
Commissioner of the Superior Court

STATE OF _____)

) ss. _____

COUNTY OF _____)

Before me, the undersigned, this ____ day of January, 2005, personally appeared James Better, known to me to be the Chief Executive Officer of Whitestone Acquisition Corp. and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

Before me, the undersigned, this ____ day of _____, _____, personally appeared _____, known to me to be the _____ of Webster Bank, National Association and that she as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be her free act and deed individually and as such officer, and the free act and deed of said bank.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

STATE OF New York)

) ss. _____

COUNTY OF New York)

Before me, the undersigned, this 5 day of January, 2005, personally appeared James Better, known to me to be the Chief Executive Officer of Whitestone Acquisition Corp. and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.



Notary Public
My Commission Expires: 3.31.08
Commissioner of the Superior Court

Schedule A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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None.

APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Patent Application Number</u>
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None.

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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None.

Schedule B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
DABS	US	661,376	May 6, 1958
DISPOSEZE	US	787,586	March 30, 1965
AMBEZE	US	1,143,082	December 16, 1980
PRETTY BABY	US	1,660,815	October 15, 1991
ULTRASHIELD	US	1294094	September 11, 1984
MAXISHIELD	US	1,344,153	June 25, 1985
WONCE	US	1,393,992	May 20, 1986
WP	US	1,504,533	September 20, 1988
WHITESTONE PRODUCTS	US	1,491,892	June 14, 1988
ROMPERS	US	1,691,437	June 9, 1992
EXCELGUARD	US	1,299,398	October 9, 1984
COMPOSE	US	2146672	July 13, 1999
COMPOSE	US	2260326	July 13, 1999
COMPOSE SYSTEM and Design	US	2327225	July 13, 1999
COMPOSE SYSTEM and Design	US	2336621	July 13, 1999
COMPLETE	US	2270413	July 13, 1999
COMPLETE SYSTEM and Design	US	2247484	July 13, 1999
COMPLETE SYSTEM and Design	US	2238660	July 13, 1999
SORBEZE	US	1123316	July 31, 1979
EXCELSORB	US	2763843	September 16, 2003

APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date Filed</u>
ULTRA SURE	US	76441698	August 20, 2002

COLLECTIVE MEMBERSHIP MARKS

None.

FOREIGN ISSUED MARKS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ULTRASHIELD	Canada	627,993	
PRETTY BABY	Taiwan	315,570	

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>File Date</u>
None.		

UNREGISTERED MARKS

Excelsors

ATTACHMENT TO PTO-1594

A. Trademark Application Numbers for Whitestone Acquisition Corp.

<u>Mark</u>	<u>Serial Number</u>
Ultra Sure	76441698

B. Trademark Registration Numbers for Whitestone Acquisition Corp.

<u>Mark</u>	<u>Registration Number</u>
DABS	661,376
DISPOSEZE	787,586
AMBEZE	1,143,082
PRETTY BABY	1,660,815
ULTRASHIELD	1294094
MAXISHIELD	1,344,153
WONCE	1,393,992
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COMPLETE SYSTEM and Design	2247484
COMPLETE SYSTEM and Design	2238660
SORBEZE	1123316
EXCELSORB	2763843

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RECORDED: 01/18/2005

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