

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Argen Corporation		08/21/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	111 Westminster Street
Internal Address:	Fifth Floor
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	National Banking Association: RHODE ISLAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78659305	ARGESOL
Serial Number:	78267223	SUPRACHROME
Serial Number:	78213156	ARGETEX
Serial Number:	76196214	SUREBOND
Serial Number:	75422712	GOLDTECH BIO 2000
Serial Number:	75394941	ARGEN
Serial Number:	74211314	MONOGRAM
Serial Number:	74211243	SELECT
Serial Number:	74043391	ARGEDENT
Serial Number:	74043390	ARGENCO
Serial Number:	74043389	ARGELITE
Serial Number:	74043387	A
Serial Number:	73448988	SILFREE

OP \$440.00 78659305

Serial Number:	73441560	AURIUM
Serial Number:	73431806	AUROLITE
Serial Number:	73431805	SUREFIRE
Serial Number:	76196215	ARGISTAR

CORRESPONDENCE DATA

Fax Number: (617)439-4170

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-439-4444

Email: smills@eapdlaw.com

Correspondent Name: Susan J. Mills, Paralegal

Address Line 1: P.O. Box 55874

Address Line 2: Edwards Angell Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02205

ATTORNEY DOCKET NUMBER:	43163/0014
NAME OF SUBMITTER:	Susan J. Mills, Paralegal
Signature:	/Susan J. Mills/
Date:	09/15/2006

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 21st day of August, 2006, by and among THE ARGEN CORPORATION, a California corporation ("Argen"), PENTRON ALLOYS, LLC, a California limited liability company ("Pentron"); and together with Argen, the "Debtors") and BANK OF AMERICA, N.A., a national banking association, as Agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Consignors under, or as defined in, the Consignment Agreement referred to below (the "Secured Parties").

RECITALS

A. In connection with that certain Consignment Agreement of even date herewith, by and among the Debtors, the Secured Parties, as consignors thereunder, and the Agent, as agent for the Secured Parties (as the same may be amended, modified, extended, supplemented or replaced from time to time, the "Consignment Agreement"), the Debtors have executed and delivered to the Agent, on behalf of the Secured Parties, a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement").

B. The Debtors have agreed to enter into this Agreement in furtherance of the rights granted to the Agent, on behalf of the Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtors hereby agree as follows:

1. **Security Interest.** Each Debtor hereby grants to the Agent, for the benefit of, and on behalf of, the Secured Parties, a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by each Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtors listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Secured Obligations (as defined in the General Security Agreement). The Debtors hereby request that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** The Debtors represent and warrant to the Agent and Secured Parties that:

2.1. Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtors.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and no Debtor is aware of any basis for any such claim to be asserted.

2.4. The Debtors are the sole and exclusive owners of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by any Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. Each Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. Each Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants.** The Debtors covenant and agree with the Agent and the Secured Parties that the Debtors and each of them:

(a) will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Agent) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein;

(b) shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtors;

(c) shall maintain all rights held by the Debtors relating to the Collateral except such Collateral which the failure to maintain would not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtors;

(d) until all of the Secured Obligations shall have been paid in full and termination of the commitments therefor, shall not enter into any agreement (including a license agreement) which conflicts with the Debtors' obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Agent's prior written consent;

(e) will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtors business) without the prior written consent of the Agent;

(f) if any Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 hereof shall automatically apply thereto and at least annually such Debtor shall give to the Agent written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Agent's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks;

(g) will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry; and

(h) shall execute, or use reasonable efforts at their reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Agent, on behalf of the Secured Parties, may declare all obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. Each Debtor hereby appoints the Agent the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the General Security Agreement), to execute and deliver, in the name of and on behalf of such Debtor, and to cause the recording of all such further assignments and other instruments as the Agent deems necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtors agree that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between the Debtors and the Agent and/or any of the Secured Parties, nor any failure to exercise, nor any delay in exercising on the part of the Agent, any right, power or privilege hereunder or under the Consignment Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is

in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtors and the Agent or the Secured Parties.

6.3. If any clause or provision of this Agreement 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.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3(f) hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

THE ARGEN CORPORATION

By: [Signature]
Title: CFO

PENTRON ALLOYS, LLC

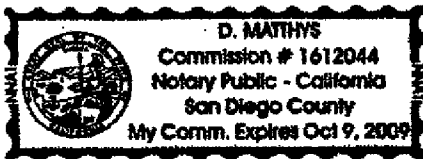
By: [Signature]
Title: Manager

BANK OF AMERICA, N.A., for the Secured Parties and Agent

By: _____
Title: _____

STATE OF California
COUNTY OF San Diego

In San Diego on this 9 day of August, 2006, before me personally appeared Neil Wainstein, the CFO of THE ARGEN CORPORATION, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.



D. Mathys
Notary Public
Print Name: D. mathys
My Commission expires: 10-9-09

[SIGNATURES CONTINUED ON NEXT PAGE]

TRADEMARK

REEL: 003391 FRAME: 0276

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.


THE ARGEN CORPORATION

By: _____
Title: _____

PENTRON ALLOYS, LLC

By: _____
Title: _____

**BANK OF AMERICA, N.A., for the
Secured Parties and Agent**

By: 
Title: Senior Vice President

STATE OF _____)
COUNTY OF _____)

In _____ on this _____ day of August, 2006, before me personally appeared _____, the _____ of THE ARGEN CORPORATION, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.

Notary Public
Print Name: _____
My Commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

TRADEMARK

REEL: 003391 FRAME: 0277

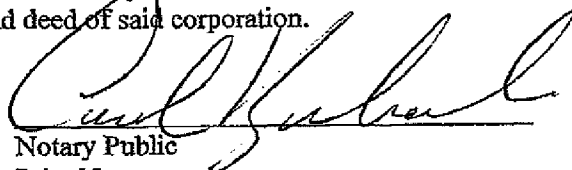
STATE OF _____)
COUNTY OF _____)

In _____ on this _____ day of August, 2006, before me personally appeared _____, the _____ of PENTRON ALLOYS, LLC, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.

Notary Public
Print Name: _____
My Commission expires: _____

STATE OF Rhode Island
COUNTY OF Providence

In Providence on this 10th day of August, 2006, before me personally appeared Paul M. Mangione, the Senior Vice President of BANK OF AMERICA, N.A., to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.



Notary Public
Print Name: _____
My Commission expires: _____

CAROL KRUSHNOWSKI, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires 7-7-07

TRADEMARK

REEL: 003391 FRAME: 0278

SCHEDULE A

TRADEMARKS

Trademark	Serial Number	Registration No.	Filing Date	Owner Of Record
ARGESOL	78/659305		27/6/05	The Argen Corporation
SUPRACHROME	78/267223	2981888	26/6/03	The Argen Corporation
ARGETEX	78/213156	2983857	10/2/03	The Argen Corporation
SUREBOND	76/196214	2506819	19/1/01	The Argen Corporation
GOLDTECH BIO 2000	75/422712	2265721	26/1/98	The Argen Corporation
ARGEN	75/394941	2249067	24/11/97	The Argen Corporation
MONOGRAM	74/211314	1702803	11/10/91	The Argen Corporation
SELECT	74/211243	1698748	11/10/91	The Argen Corporation
ARGEDENT	74/043391	1644221	28/3/90	The Argen Corporation
ARGENCO	74/043390	1643319	28/5/90	The Argen Corporation
ARGELITE	74/043389	1693941	28/3/90	The Argen Corporation
A	74/043387	1645783	28/3/90	The Argen Corporation
SILFREE	73/448988	1301172	21810/83	The Argen Corporation
AURIUM	73/441560	1325383	29/8/83	The Argen Corporation
AUROLITE	73/431806	1284050	24/6/83	The Argen Corporation
SUREFIRE	73/431805	1284049	24/6/83	The Argen Corporation
ARGISTAR	76196215	2510071	11/20/20	The Argen Corporation