

MP 8/4/98

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patents

100799926

attached original documents or copy thereof.

1. Name of conveying party(ies):

IMMIX Elastomers, LLC
85 Winter Street
Hanover, MA 02339

- 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: July 29, 1998

2. Name and address of receiving party(ies)

Name: UStrust

Internal Address: _____

Street Address: 30 Court Street

City: Boston State: MA ZIP: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,923,156; 1,924,951; 1,955,655

Additional numbers attached? Yes No

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

Name: Donald H. Siegel, P.C.

Internal Address: _____

08/13/1998 JSHABAZZ 00000033 1923156

01 FD:481 40.00 OP
02 FD:482 50.00 OP

Street Address: Posternak, Blankstein & Lund, LLP

100 Charles River Plaza

City: Boston State: MA ZIP: 02114

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

U.S. Patent & TMO/TM Mail Rcpt Dt. #70



08-04-1998

(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.

Donald H. Siegel, P.C.
Name of Person Signing


Signature

7/29/98

Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT OF TRADEMARKS AS SECURITY

WHEREAS, IMMIX Elastomers, LLC, a Massachusetts limited liability company with a principal place of business at 85 Winter Street, Hanover, MA 02339 (the "Company") and USTRUST, with a principal place of business at 30 Court Street, Boston, MA 02108 (the "Bank") have entered into a Loan Security Agreement - Accounts Receivable and Inventory dated as of July 29, 1998 (the "Loan and Security Agreement"); and

WHEREAS, the Company is the owner and user of the trademarks and service marks listed on Schedule A hereto and referred to in said Loan and Security Agreement (collectively, the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Loan and Security Agreement is a security interest in each of the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Loan and Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan and Agreement) shall occur and the Bank shall exercise its rights and remedies under the Loan and Security Agreement, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Loan and Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; the Company agrees that it will not sell or assign the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the US Patent and Trademark Office record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default described in the Loan and Security Agreement and the exercise of the Bank's aforesaid rights and remedies, to execute and deliver, in the name of and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary.

Company agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

IMMIX Elastomers, LLC

USTRUST

By [Signature]
Name: IMMIX ELASTOMERS
Title: General

By [Signature]
Its ASSISTANT Vice President

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF)

Then personally appeared before me the above-named [Signature],
[Signature] of IMMIX Elastomers, LLC and stated that he executed
the foregoing instrument under the authority of said Limited Liability Company's
Managers and acknowledged the foregoing instrument to be the free act and deed of said
Limited Liability Company.

WITNESS my hand and seal this 11 day of July, 1998.

[Signature]
Notary Public
My commission expires: 11/30/00

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF)

Then personally appeared before me the above-named Alex R. D'Alessandro
who said that he is the ASSISTANT Vice President of USTrust and acknowledged
the foregoing instrument to be the free act and deed of USTrust.

WITNESS my hand and seal this 9th day of July, 1998.

[Signature]
Notary Public
My commission expires: 12/29/00

SCHEDULE A
TO
ASSIGNMENT OF TRADEMARKS AS SECURITY

Marks with United States Patent and Trademark Office

<u>Trademark</u>	<u>Registration No./Date</u>	
CRI-LINE	1,923,156	10/03/95

CRI-SPERSION	1,924,951	10/10/95
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<u>Service Mark</u>	<u>Registration No./Date</u>	
CRI-LOY	1,955,655	02/13/96

ID # 103649v02/7841-36

RECORDED: 08/04/1998

TRADEMARK
REEL: 1770 FRAME: 0386