

REC

09-03-1998

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



08-17-1998



100806759

Owner of Pat.

Documents are attached original documents or copy thereof.

1. Name of conveying party(ies):

UDI CORP.

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

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

3. Nature of conveyance: **MRD 8-17-98**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 9, 1998

2. Name and address of receiving party(ies)

Name: FIRST UNION NATIONAL BANK

Internal Address: BROAD AND CHESTNUT STREETS

Street Address: \_\_\_\_\_

City: PHILADELPHIA State: PA ZIP: 19107

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State PHILADELPHIA
- 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 patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached?  Yes  No

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

Name: AMY BRADY/CSC

Internal Address: 80 STATE STREET

6TH FLOOR

ALBANY, NEW YORK 12207

Street Address: \_\_\_\_\_

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Amy Brady  
Name of Person Signing

Amy Brady  
Signature

8-11-98  
Date

Total number of pages including cover sheet, attachments, and document: 12

## Schedule A

UDI Corp.

TRADEMARK	APPLN/REG	COUNTRY	DATE
OFFISAT AND DESIGN	75/370704	USA	10/9/97
SMART OFFICE E-CAT AND DESIGN	75/291603	USA	5/14/97
SMART OFFICE SOLUTIONS AND DESIGN	75/272575	USA	4/10/97
OFFICE CARD	2046804	USA	3/18/97
ART AND DESIGN	74/697521	USA	7/3/95
SMART OFFICE NEWS AND DESIGN	74/655358	USA	4/3/95
SMART OFFICE CAFE (Stylized)	1825330	USA	3/8/94
SMART OFFICE	1831132	USA	4/19/94
UDI II AND DESIGN	1758687	USA	3/16/93

R&amp;O-400620.1

TRADEMARK  
REEL: 1776 FRAME: 0671

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 9<sup>th</sup> day of July, 1998, by UDI CORP., a Massachusetts corporation having a mailing address at 90 Tapley Street, Springfield, MA 01104 ("Grantor") and delivered to FIRST UNION NATIONAL BANK, AS AGENT ("Secured Party"), Broad and Chestnut Streets, Phila., PA 19107.

### BACKGROUND

A. Contemporaneously herewith, Office Centre Corporation ("Borrower"), Secured Party and the Lenders now or hereafter parties thereto entered into a certain Loan and Security Agreement, (as it may hereafter be amended, supplemented or replaced, the "Loan Agreement"). As collateral security for Borrower's obligations and liabilities to Lender under the Loan Agreement, Grantor has executed and delivered a Surety Agreement to each of the Lenders and, apart from other collateral provided to Secured Party, agreed to grant a security interest to Secured Party (for the pro rata benefit of the Lenders) in certain trademarks, servicemarks and tradename rights and the goodwill associated therewith.

B. Grantor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Secured Party desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Loan Agreement), and Secured Party desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

D. Capitalized terms used without further definition herein shall have the respective meaning set forth in the Loan Agreement.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Secured Party in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Grantor associated with and represented by the Trademarks, and the registration

thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations to Secured Party are satisfied in full and Lenders have no commitment to extend credit under the Loan Agreement.

3. Grantor represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Grantor not to sue third persons;

(d) Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Grantor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks; and

(f) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to Secured Party and its employees and agents the right (with no obligation of any kind upon Secured Party to do so) to visit Grantor's locations which manufacture, process, lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure Grantor's compliance with this paragraph 3(f).

4. Grantor further covenants that:

(a) Until all of the Obligations to Lenders have been satisfied in full, Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with Grantor's obligations under this Agreement.

(b) If Grantor acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and Grantor shall give Secured Party prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Grantor has not received notice from Secured Party that an Event of Default has occurred under the Loan Agreement and that Secured Party has elected to exercise its rights hereunder, Grantor shall continue to have the exclusive right to use the Trademarks and Secured Party shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Secured Party.

7. Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Loan Agreement, Grantor hereby covenants and agrees that Secured Party, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of Grantor's default hereunder or an Event of Default under the Loan Agreement and while such default or Event of Default exists, Grantor hereby authorizes and empowers Secured Party, its successors and assigns, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Secured Party to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable so long as this Agreement remains in effect.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Secured Party shall be in addition to any rights and remedies granted to Secured Party under the Loan Agreement. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon performance of all its obligations under the Loan Agreement and full satisfaction of all of the Obligations and termination of all commitments of the Lenders under the Loan Agreement, Secured Party shall execute and deliver to Grantor all documents reasonably necessary to terminate Secured Party's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations to Secured Party and shall bear interest at the rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Secured Party, Grantor shall make federal application on registerable but unregistered trademarks belonging to Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any Trademark without the written consent of the Secured Party, which shall not be unreasonably withheld.

13. Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Secured Party may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied, in its discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Secured Party may, without any obligation to do so, complete any obligation of Grantor hereunder, in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Secured Party in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder,

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

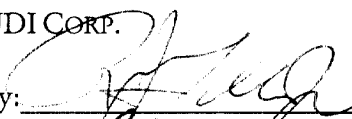
17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.

19. GRANTOR AND SECURED PARTY EACH WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO.

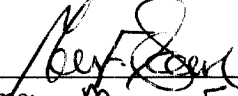
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Attest: 

UDI CORP.  
By:   
Name: Robert J. Galvin, Jr.  
Title: President

Approved and Accepted:

FIRST UNION NATIONAL BANK, AS AGENT

By:   
Name: Marcus F. Brown  
Title: V.P.

Schedule A

UDI Corp.

TRADEMARK	APPLN/REG	COUNTRY	DATE
OFFISAT AND DESIGN	75/370704	USA	10/9/97
SMART OFFICE E-CAT AND DESIGN	75/291603	USA	5/14/97
SMART OFFICE SOLUTIONS AND DESIGN	75/272575	USA	4/10/97
OFFICE CARD	2046804	USA	3/18/97
ART AND DESIGN	74/697521	USA	7/3/95
SMART OFFICE NEWS AND DESIGN	74/655358	USA	4/3/95
SMART OFFICE CAFE (Stylized)	1825330	USA	3/8/94
SMART OFFICE	1831132	USA	4/19/94
UDI II AND DESIGN	1758687	USA	3/16/93

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TRADEMARK  
REEL: 1776 FRAME: 0677



Exhibit 1

TRADEMARK ASSIGNMENT

WHEREAS, UDI Corp., a Massachusetts corporation ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule A attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ having a place of business at \_\_\_\_\_  
\_\_\_\_\_ ("Grantee") is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

UDI CORP.

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
as Attorney-in-fact

STATE OF \_\_\_\_\_ :  
 : SS  
COUNTY OF \_\_\_\_\_ :

On this the \_\_\_ day of \_\_\_\_\_, 1998 before me a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of UDI CORP. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Individual Notary)

My Commission Expires:

\_\_\_\_\_, \_\_\_\_\_

## Schedule A

UDI Corp.

TRADEMARK	APPLN/REG	COUNTRY	DATE
OFFISAT AND DESIGN	75/370704	USA	10/9/97
SMART OFFICE E-CAT AND DESIGN	75/291603	USA	5/14/97
SMART OFFICE SOLUTIONS AND DESIGN	75/272575	USA	4/10/97
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UDI II AND DESIGN	1758687	USA	3/16/93

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TRADEMARK  
REEL: 1776 FRAME: 0680

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New York : SS  
COUNTY OF New York :

On this 9th day of July, 1998, before me personally appeared Robert J. Gillen, JR, to me known and being duly sworn, deposes and says that he is President of UDI Corp., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

  
Notary Public

My Commission Expires:

**LEIGH M. MEADERS**  
Notary Public, State of New York  
No. 02ME5044255  
Qualified in Richmond County 1999  
Commission Expires May 22, 1999

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 3rd day of August, 1998, before me personally appeared Marcus F. Brown to me known and being duly sworn, deposes and says that he is a Vice President of FIRST UNION NATIONAL BANK, the Secured Party described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Dorothy L. Wydra  
Notary Public

My Commission Expires: 10-31-98

NOTARIAL SEAL  
DOROTHY L. WYDRA, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Oct. 31, 1998