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9-25-98

09-23-1998

HEET

U.S. DEPARTMENT OF
Patent and Trademark

Tab settings



100838683

original documents or copy thereof.

1. Name of conveying party(ies):
EMC Technology LLC

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other
- Association
 - Limited Partnership
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address: _____

Street Address : 2850 West Golf Road - 5th Floor

City: Rolling Meadows State: IL Zip: 60008

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

If assignee is not domiciled in the United States, a domestrepresentative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: September 17, 1998

4. Application number(s) or trademark

A. Trademark Application No.(s)
75/314,235

B. Trademark Registration
1,177,088

Additional numbers attached? Yes No

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

Name: Federal Reserve Corp

Internal Address: _____

09/28/1998 IMGIYEM 00000099 75314235

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Street Address: 400 Senate St NW

Suite 101

City: Washington State DC ZIP: 20004

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

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

RECEIVED
SEP 25 1998
ASSIGNMENT

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 of the original document.

Nancy A. Butler
Name of Person

Nancy Butler
Signature

9/23/98
Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 1790 FRAME: 0423

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of September 17, 1998 (this "Agreement"), between **EMC TECHNOLOGY LLC**, a Delaware limited liability company ("Grantor"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to a Secured Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Secured Credit Agreement**"), between Grantor and Lender, Lender has extended Commitments to make Loans and other extensions of credit to Grantor;

WHEREAS, in connection with the Secured Credit Agreement, Grantor has executed and delivered to Lender a Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, as a condition precedent to the making of the initial Loans under the Secured Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans (including the initial Loans) and other extensions of credit pursuant to the Secured Credit Agreement, Grantor agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Grantor does

hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property of Grantor (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this **clause (a)** being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Item A of Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Item B of Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a) and (b)**;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clauses (a) and (b)**; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A and Item B of Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Lender shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release

the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank]

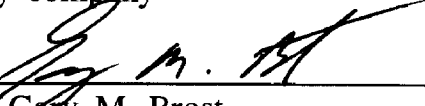
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Address:

EMC Technology LLC
1951 Old Cuthbert Road
Unit # 401/402/403B
Cherry Hill Commerce Center
Attention: S. Taylor Adair
Telecopy: (609) 429-7800

EMC TECHNOLOGY LLC, a Delaware limited liability company

By: _____



Gary M. Brost
Chairman

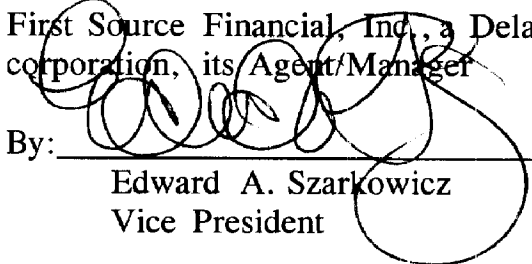
Address:

c/o First Source Financial, Inc.
2850 West Golf Road
5th Floor
Rolling Meadows, Illinois 60008
Telephone: (847) 734-2000
Telecopy: (847) 734-7910

FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership

By: _____

First Source Financial, Inc., a Delaware corporation, its Agent/Manager



Edward A. Szarkowicz
Vice President

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, Rita G. Jensen, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Gary M. Brost personally known to me to be Chairman of EMC Technology LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said company, pursuant to authority given by the Board of Managers of said company as such person's free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of September, 1998.

Rita G. Jensen
Notary Public

My Commission Expires:

5/28/99

NOTARY PUBLIC
RITA G. JENSEN
QUALIFIED
COMMISSION EXPIRES 5/28/99

Agreement (Trademark)

TRADEMARK
REEL: 1790 FRAME: 0428

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, Rita G. Jensen, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Edward A. Szarkowicz personally known to me to be a Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of September, 1998.

Rita G. Jensen
Notary Public

My Commission Expires:

5/28/99

NOTARY PUBLIC
RITA G. JENSEN
Qualified in New York
Commission Expires 5/28/99

Agreement (Trademark)

TRADEMARK
REEL: 1790 FRAME: 0429

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Thermopad	1,177,088	June 15, 1993
U.S.	Smart Load	75,314,235	July 14, 1998

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
None				

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None					