

Tab



09-04-1998

Patent

100870225

ed original documents or copy thereof.

MRO 9-4-98

1. Name

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #22

Eemax, Inc  
472 Pepper Street  
Monroe, CT 06468

- 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: State Street Bank and Trust Company

Internal Address: \_\_\_\_\_

Street Address: 225 Franklin Street

City: Boston State: MA ZIP: 02101

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Massachusetts Trust Company

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

3. Nature of conveyance:

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

Execution Date: August 25, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: Craig D. Mills

Internal Address: Peabody & Brown

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

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

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Craig D. Mills  
Name of Person Signing

[Signature]  
Signature

9/4/98  
Date

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

4

000014 1791-0006  
09/21/98 1791-0006  
019C-41  
296-141

Schedule A

to

Security Agreement (Intellectual Property)  
dated as of August 25, 1998  
made by Eemax, Inc.  
in favor of State Street Bank and Trust Company

Marks

<u>Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>	<u>Goods/ Services</u>	<u>County/State</u>
Eemax	1,794,851 (Reg) 74-343816 (Ser)	9/28/93		Int'l Class: 11 (U.S. Class: 34)	U.S.

## COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Eemax, Inc., a Delaware corporation with a place of business at 472 Pepper Street, Monroe, Connecticut 06468 (the "Assignor") hereby assigns and grants to State Street Bank and Trust Company, a Massachusetts trust company with a place of business at 225 Franklin Street, Boston, Massachusetts 02101 (the "Lender"), a security interest in and to all of the rights, title and interest of the Assignor in and to the (i) trademarks, service marks, trademark registrations, service mark registrations, trade names, collective marks and certification marks and trademark and service mark applications, and trade dress, including logos and/or designs, in connection with any of the foregoing including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Borrower's business connected with and symbolized by any of the foregoing (collectively, the "Marks").

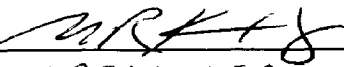
Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Lender has given notice to the Assignor of the Lender's intention to exercise its rights under the Security Agreement, the Lender hereby grants to the Assignor, without representation or warranty by the Lender, the exclusive, nontransferable right and license (i) to use the Marks on and in connection with products sold by the Assignor, for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations as such term is defined in, that certain Security Agreement (Intellectual Property) dated as of the date hereof by and between the Assignor and the Lender, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of August 25, 1998.

ASSIGNOR:

EEMAX, INC.

By:   
Title: TREASURER