

FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027

11-02-1998

U.S. Department of Commerce

Patent and Trademark Office

TRADEMARK



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10-21-98

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other Notice of Collateral Assignment of Trademarks
- Effective Date
Month Day Year

Conveying Party☐ Mark if additional names of conveying parties attached

Name Sentinel Products Corp.

Formerly

Execution Date

Month Day Year

10 16 1998

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization New York

Receiving Party☐ Mark if additional names of receiving attached

Name Citizens Business Credit Company

DBA/AKA/TA

Composed of

Address (line 1) 28 State Street

Address (line 2)

Address (line 3) Boston City MA State/Country 02109 Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐
- ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Rhode Island

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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01 FC:481
02 FC:48240.00 OP
450.00 OP

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

TRADEMARK
REEL: 1806 FRAME: 0676

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner

Address (line 1) Goodwin, Procter & Hoar LLP

Address (line 2) Exchange Place

Address (line 3) 53 State Street

Address (line 4) Boston, MA 02109-2881

Pages

Enter the total number of pages of the attached conveyance document

including any attachments.

④

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

See attached schedule

See attached schedule

Number of Properties

Enter the total number of properties involved

19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$490.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Bernard J. Podurquel

Name and Person Signing

B. J. Podurquel

Signature

10/26/98

Date Signed

SCHEDULE A

Trademarks, Service Marks, Tradenames, Etc.

Trademark Registrations

Registration No.

CMR	1932658
DSS	1721943
F-CELL	1603752
MICROCELL	1509228
OPCELL	1444123
SSP	1922009
SENTINEL	1781078
T-BOARD	2055569
SENTINEL MPO	1965322
SENTINEL CXP	1386600
SENTINEL	1048513
SENTINEL	0819828
SENTINEL	1282416
T-CELL	1888485
TRAUMA-SORB	1721942
H-CELL	1820620

Pending Applications

Serial Number

EMR	75495126
GHNE	75415201
MDL	75415209

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NOTICE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

This Notice of Collateral Assignment of Trademarks (this "Notice") is made as of October 16, 1998, by Sentinel Products Corp. (the "Grantor") as grantor and Citizens Business Credit Company, a division of Citizens Leasing Corporation, a Rhode Island corporation (hereinafter referred to as "Citizens") as grantee.

RECITALS

WHEREAS, a credit facility has been established pursuant to a certain Credit Agreement dated as of the date hereof between the Grantor and Citizens as amended from time to time (the "Credit Agreement"); and

WHEREAS, the Grantor and Citizens have entered into a certain Security Agreement dated as of the date hereof (the "Security Agreement"), pursuant to which the Grantor, in order to secure the payment and performance of the obligations of Citizens and the Grantor under the Credit Agreement has granted Citizens a security interest in all the Grantor's personal property, fixtures and rights of every kind and nature, whether now owned or hereafter acquired or arising, and all products and proceeds thereof, including but not limited to the Trademark Collateral (as defined in Section 1 below); and

WHEREAS, the Grantor is the owner of the trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications set forth on Schedule A attached hereto, which trademarks and service marks have been issued by, and which trademark and service mark applications have been filed with, the United States Office of Patents and Trademarks, and all of which is included in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Grantor has assigned to Citizens for collateral purposes and has granted to Citizens a security interest in, among other things, all of the following (collectively, the "Trademark Collateral"): All trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Grantor's business connected with and

Without limiting the generality of the foregoing, pursuant to the Security Agreement the Grantor has collaterally assigned to Citizens and has granted to Citizens a security interest in the trademarks issued by the United States Office of Patents and Trademarks (and the applications for such trademarks) set forth on Schedule A hereto.

2. The Grantor agrees that it will not sell or offer to sell or otherwise transfer the Trademark Collateral or any interest therein, or grant any rights or interests thereto or therein, except as permitted under the Security Agreement and the Credit Agreement, and except for licenses of the Trademark Collateral granted in the ordinary course of business.

3. The Grantor and Citizens hereby further acknowledge and affirm that the rights and remedies of Citizens with respect to the collateral assignment of and security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This instrument is made pursuant to the Security Agreement. The Grantor hereby expressly authorizes Citizens to record this instrument in the United States Office Patents and Trademarks, as well as in any other federal or state office in which any of the Grantor's rights or interests comprising or connected with the Trademark Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

IN WITNESS WHEREOF, each of the Grantor and Citizens has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer, as of the date first above written.

SENTINEL PRODUCTS CORP.

By: 

Name: John D. Bambara

Title: President and Chief Executive
Officer

CITIZENS BUSINESS CREDIT
COMPANY

By: 

Name: Scott R. Noyce

Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 16th day of October, 1998, before me personally appeared John D. Bambara, to me known, who, being by me duly sworn, declared that he/she is the President and Chief Executive Officer of Sentinel Products Corp., the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires:

July 1, 2005

Julie E. Patalano
Notary Public

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 16th day of October, 1998, before me personally appeared Scott R. Voyce, to me known, who, being by me duly sworn, declared that he is a Senior VP of Citizens Business Credit Company, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires:

July 1, 2005

Julie E. Patalano
Notary Public

SCHEDULE A

Trademarks, Service Marks, Tradenames, Etc.

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
CMR	1,932,658
DSS	1,721,943
F-CELL	1,603,752
MICROCELL	1,509,228
OPCELL	1,444,123
SSP	1,922,009
SENTINEL	1,781,078
T-BOARD	2,055,569
SENTINEL MPO	1,965,322
SENTINEL CXP	1,386,600
SENTINEL	1,048,513
SENTINEL	819,828
SENTINEL	1,282,416
T-CELL	1,888,485
TRAUMA-SORB	1,721,942
H-CELL	1,820,620
EMR	PENDING (Appl. #75/495,126)
GHNE	PENDING (Appl. #75/415,201)
MDL	PENDING (Appl. #75/415,209)
FMP	PROPOSED
SENFLEX	PROPOSED
E-CELL	PROPOSED

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