

RE

03-02-1999

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



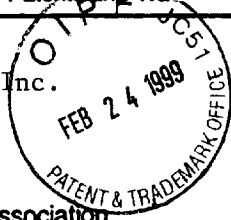
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To the Honorable Commissioner of Patents

100976774

Attached original documents or copy thereof.

1. Name of conveying party(ies): Artromick International, Inc.



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

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

2. Name and address of receiving party(ies)

Name: SunTrust Bank, Atlanta, as Agent

Internal Address:

Street Address: 25 Park Place, 23rd Floor

City: Atlanta State: GA ZIP: 30303

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Supplemental Trademark Security Agreement

Execution Date: January 28, 1999

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

A. Trademark Application No(s)

Handwritten: 2.24-99

B. Trademark Registration No.(s)

- 1,628,051, 2,205,276, 1,168,056, 2,176,634, 1,168,637

Additional numbers attached? Yes No

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

Name: Michael L. Perry c/o Paul, Hastings, et al.

Internal Address:

03/01/1999 JSHABAZZ 00000136 1628051

01 FC:401 40.00 OP, 02 FC:402 100.00 OP

Street Address: 600 Peachtree Street, Suite 2400

City: Atlanta State: GA ZIP: 30308

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- 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.

Michael L. Perry Name of Person Signing

Signature

2/15/99 Date

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

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (the "Agreement"), is made as of the 28th day of January, 1999, among **ARTROMICK INTERNATIONAL, INC.**, a Delaware corporation (the "Borrower") and **SUNTRUST BANK, ATLANTA**, as agent (the "Agent"),

### W I T N E S S E T H:

WHEREAS, the Borrower and the Agent are parties to that certain Trademark Security Agreement dated as of May 7, 1998 (the "Trademark Agreement"); and

WHEREAS, pursuant to paragraph 6 of the Trademark Agreement the Borrower is required to notify the Agent if the Borrower (i) obtains rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) becomes entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor and the provisions of paragraph 4 of the Trademark Agreement shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses); and

WHEREAS, paragraph 6 further authorizes the Agent to modify the Trademark Agreement unilaterally (i) by amending Schedule 1 to the Trademark Agreement to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 of the Trademark Agreement or under paragraph 6 of the Trademark Agreement and (ii) by filing, in addition to and not in substitution for the Trademark Agreement, a duplicate original of the Trademark Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications; and

WHEREAS, the Borrower has acquired certain registered trademarks and trademark applications from Drustar, Inc. and has notified the Agent of such acquisition; and

WHEREAS, in connection therewith, the Borrower and the Agent desire to supplement the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all

capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Agreement, and further agree as follows:

1. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Agent for the benefit of the Lender Group a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on the Supplement to Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 1(i), are sometimes hereinafter individually and/or collectively referred to as the "New Trademarks"); and (ii) the goodwill of the Borrower's business connected with and symbolized by the New Trademarks.
2. Amendment to Schedule 1 of Trademark Agreement. Schedule 1 of the Trademark Agreement is hereby supplemented by the Supplement to Schedule 1 attached hereto and incorporated herein by reference.
3. Incorporation of the Trademark Agreement. The Trademark Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Agreement as of the day and year first written above.

Sworn to and subscribed before me this 28<sup>th</sup> day of Janaury, 1999.

ARTROMICK INTERNATIONAL, INC.

By: [Signature]

Its: Vice President

Vicky D. Martie  
NOTARY PUBLIC

My Commission Expires

Vicky D. Martie  
Notary Public, State of Ohio  
Commission Expires Feb. 4, 2003

Accepted and agreed to as of the day and year first above written:

Sworn to and subscribed before me this \_\_\_ day of January, 1999.

SUNTRUST BANK, ATLANTA,  
as Agent

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires

Sworn to and subscribed before me this \_\_\_ day of January, 1999

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Agreement as of the day and year first written above.

Sworn to and subscribed before me this \_\_\_ day of January, 1999.

ARTROMICK INTERNATIONAL, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires

Accepted and agreed to as of the day and year first above written:

Sworn to and subscribed before me this 27<sup>m</sup> day of January, 1999.

SUNTRUST BANK, ATLANTA, as Agent

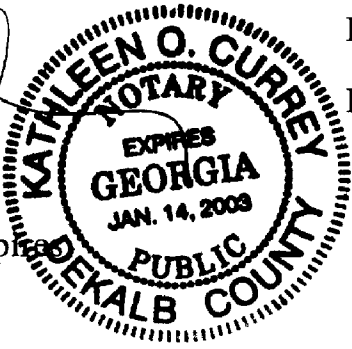
*[Handwritten Signature]*

By: *[Handwritten Signature]*

Its: **Daniel J. Bromstad**  
Vice President

NOTARY PUBLIC

My Commission Expires



Sworn to and subscribed before me this 27<sup>m</sup> day of January, 1999.

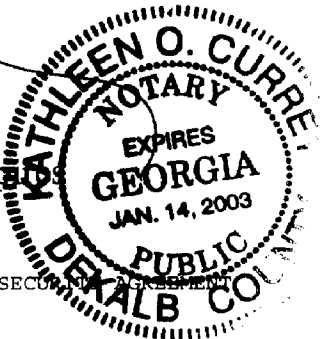
By: *[Handwritten Signature]*

Its: *BANKING OFFICER*

*[Handwritten Signature]*

NOTARY PUBLIC

My Commission Expires



SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

**Supplemental Schedule 1**  
to  
**Supplemental Trademark Security Agreement**

**United States Trademarks**

| <u>Name</u>  | <u>Record<br/>Owner</u>       | <u>Registration<br/>Number</u> |
|--|-------------------------------|--------------------------------|
| Auto-Lock  | Artromick International, Inc. | 1,628,051                      |
| Drustar<br>(for electric printer labels)                           | Artromick International, Inc. | 1,168,056                      |
| Drustar<br>(service mark, for certain<br>data processing services) | Artromick International, Inc. | 1,168,637                      |
| NEXPAK   | Artromick International, Inc. | 2,205,276                      |
| PINTRAX  | Artromick International, Inc. | 2,176,634                      |

**Canadian Trademarks**

| <u>Name</u>     | <u>Record<br/>Owner</u>       | <u>Registration<br/>Number</u> |
|-----------------|-------------------------------|--------------------------------|
| Drustar         | Artromick International, Inc. | 211,685                        |
| Pody & Design   | Artromick International, Inc. | 211,686                        |
| Square & Design | Artromick International, Inc. | 211,698                        |

**Common-law Trademarks**

| <u>Name</u>        | <u>Record<br/>Owner</u>       | <u>Cancelled<br/>Registration<br/>Number (if any)</u> |
|--------------------|-------------------------------|---|
| None (design only) | Artromick International, Inc. | 1,026,215   |
| None (design only) | Artromick International, Inc. | 997,404   |

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Common-law Trademarks  
(cont'd)

| <u>Name</u>   | <u>Record<br/>Owner</u>       | <u>Cancelled<br/>Registration<br/>Number (if any)</u> |
|---|-------------------------------|---|
| None (design only)  | Artromick International, Inc. | 957,100   |
| Drustar<br>(for services relating to<br>rental of pharmaceutical<br>containers) | Artromick International, Inc. | 918,705   |
| Beyond your Expectations  | Artromick International, Inc. |   |
| ConceptOne  | Artromick International, Inc. |   |
| CartGuard   | Artromick International, Inc. |   |
| Intertech   | Artromick International, Inc. |   |
| Nu-Lock Conditioning System   | Artromick International, Inc. |   |
| UniDrawer   | Artromick International, Inc. |   |
| Slot-Lock   | Artromick International, Inc. |   |
| Flex-Step   | Artromick International, Inc. |   |
| Twin-Turn Casters   | Artromick International, Inc. |   |
| Multi-Flex  | Artromick International, Inc. |   |
| Service 24  | Artromick International, Inc. |   |
| De (Drustar Exclusive logo)   | Artromick International, Inc. |   |
| Lock Logic Design   | Artromick International, Inc. |   |
| Tru-Trac  | Artromick International, Inc. |   |
| DuraTop   | Artromick International, Inc. |   |
| Dimension Systems   | Artromick International, Inc. |   |
| Auto-Lock   | Artromick International, Inc. |   |

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**TRADEMARK**  
**REEL: 1862 FRAME: 0416**

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**Common-law Trademarks**  
**(cont'd)**

| <u>Name</u>                           | <u>Record<br/>Owner</u>       | <u>Cancelled<br/>Registration<br/>Number (if any)</u> |
|---------------------------------------|-------------------------------|---|
| Select Series                         | Artromick International, Inc. |   |
| Select Series II                      | Artromick International, Inc. |   |
| Advanta Series                        | Artromick International, Inc. |   |
| Accord Series                         | Artromick International, Inc. |   |
| E-Z Pak 30                            | Artromick International, Inc. |   |
| E-Z Punch                             | Artromick International, Inc. |   |
| E-Z Pak 7+                            | Artromick International, Inc. |   |
| E-Z Open                              | Artromick International, Inc. |   |
| DuraPak                               | Artromick International, Inc. |   |
| Compatible Series                     | Artromick International, Inc. |   |
| PC1                                   | Artromick International, Inc. |   |
| Arrange 30                            | Artromick International, Inc. |   |
| MAP<br>(Marketing Assistance Program) | Artromick International, Inc. |   |
| Tilt-Prevention                       | Artromick International, Inc. |   |

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