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FEDERAL RESEARCH

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FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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03-23-1999



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ☒

To the Honorable Commissioner of Patent

original documents or copy thereof.

## 1. Name of conveying party(ies):

Workbench Holdings, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other LLC

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: November 30, 1998

## 2. Name and address of receiving party(ies)

Name: IBJ Schroder Bank & Trust Company,  
as Agent

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

Street Address: One State StreetCity: New York State: NY ZIP: 10004

- ☐ 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)

1,045,122

1,076,963

Additional numbers attached? ☐ Yes ☐ No

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

Name: \_\_\_\_\_

Ir

Return To

- National Corporate Research, LTD. \_\_\_\_\_

225 W. 34th St., Suite 910 \_\_\_\_\_

New York, N.Y. 10122 \_\_\_\_\_

S (800) 221-0102 (212) 947-7200 \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

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

03/22/1999 DISCLOSURE 00000117-1045122

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01 FC: 81

02 FC: 82

40.00 OP

25.00 OP

## 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.

Jennifer Ferrero

Name of Person Signing

Signature

3/9/99

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

JAN 20 1999 16:34

TRADEMARK

REEL: 1872 FRAME: 0957

## TRADEMARK SECURITY INTEREST AGREEMENT

TRADEMARK SECURITY INTEREST AGREEMENT dated as of November 30, 1998 ("Trademark Security Interest Agreement"), made by Workbench Holdings, LLC (the "Assignor") to IBJ Schroder Bank & Trust Company as agent (in such capacity, together with its successors in such capacity, "Agent") for each of the Banks referred to below.

PRELIMINARY STATEMENTS. 1. Reference is made to the Credit Agreement dated as of November 30, 1998, among Workbench Holdings, LLC ("Borrower"), each Bank as specified in the Credit Agreement and Agent (the Credit Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement"). The terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Interest Agreement which are used in this Trademark Security Interest Agreement shall have the meanings set forth in the Credit Agreement.

2. Reference is made to the Security Agreement dated as of November 30, 1998 (the Security Agreement, as it may hereafter be amended or otherwise modified from time to time, the "Security Agreement") made by Borrower to Agent for the benefit of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, the Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks"), granted to Agent for the benefit of the Banks a security interest in all the Trademarks.

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, having its address set forth on the signature page hereof, intending to be legally bound, does hereby grant to Agent, with a place of business located at One State Street, New York, New York 10004, for the benefit of the Banks, a security interest in and on all of its right, title and interest in and to each of the respective Trademarks together with the goodwill associated therewith and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by Agent until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Interest Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

WORKBENCH HOLDINGS, LLC

By Kenneth Peskin  
Name: Kenneth Peskin  
Title: President and Chief  
Executive Officer

Address:

180 Pulaski Street  
Bayonne, New Jersey 07002

Approved and Accepted:

IBJ SCHRODER BANK & TRUST COMPANY,  
As Agent

By: Ethan Miller  
Name: Ethan Miller  
Title: Director

**Intellectual Property**

Trademark	Registration No.	Date Registered	Status
The Workbench	1,045,122	July 27, 1996	Renewed for 10 year term April 24, 1997
Workbench	1,076,963	November 8, 1977	Renewed for 10 year term October 27, 1997

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK:

:SS

COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30 day of November, 1998, personally appeared Kenneth Peshun who being by me duly sworn, deposes and says that he is the Pres CEO of Workbench Holdings, LLC, a Delaware limited liability company, and that he, as such Pres CEO being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act of such limited liability company as such Pres CEO.

Dawn Marie Mulvey  
Notary Public

My commission expires:

DAWN MARIE MULVEY  
Notary Public, State of New York  
No. 01MU4994611  
Qualified in Queens County  
Commission Expires April 13, 20 20

STATE OF NEW YORK:

:SS

COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30 day of November, 1998, personally appeared Ethan Miller who being by me duly sworn, deposes and says that he is a Director of IBJ Schroder Bank & Trust Company, a banking corporation organized under the laws of the United States, and that he, as such Director being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as a Director.

Dawn Marie Mulvey  
Notary Public

My commission expires:

DAWN MARIE MULVEY  
Notary Public, State of New York  
No. 01MU4994611  
Qualified in Queens County  
Commission Expires April 13, 20 20