

12.14.98

05-06-1999



101030082

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 1892 FRAME: 0963

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75104347"/>	<input type="text" value="75357144"/>	<input type="text" value="75541469"/>	<input type="text" value="1921414"/>	<input type="text" value="2048575"/>	<input type="text" value="1983614"/>
<input type="text" value="75292883"/>	<input type="text" value="75326458"/>	<input type="text"/>	<input type="text" value="1667328"/>	<input type="text" value="1921413"/>	<input type="text" value="2014369"/>
<input type="text" value="75213307"/>	<input type="text" value="75357143"/>	<input type="text"/>	<input type="text" value="1923707"/>	<input type="text" value="2072953"/>	<input type="text" value="1989343"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

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.

Louise Mawhinney, Chief Financial Officer December 11, 1998
Name of Person Signing Signature Date Signed

The Butcher Company, Inc.

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

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<input type="text"/> 2027678	<input type="text"/> 2169715	<input type="text"/> 2162242
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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

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Month Day Year

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Individual General Partnership Limited Partnership Corporation Association

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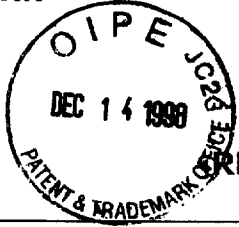
Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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2162243	1321670	<input type="text"/>
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1750173	<input type="text"/>	<input type="text"/>

02-02-1999

Resub



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Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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02 TO 482 1175.00 02

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TRADEMARK
REEL: 1892 FRAME: 0967

AMENDMENT NO. 1
TO
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT is made as of December 11, 1998, by and between THE BUTCHER COMPANY, INC., a Massachusetts corporation having its principal place of business at 67 Forest Street, Marlborough, Massachusetts 01752 (the "Assignor"), and STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company having an office at 225 Franklin Street, Boston, Massachusetts 02110 (the "Bank").

WHEREAS, the Assignor and the Bank entered into a Revolving Credit and Term Loan Agreement dated as of May 19, 1995 (as amended, supplemented, modified and in effect from time to time, the "Credit Agreement") pursuant to which the Bank, subject to the terms and conditions contained therein, has made and agreed to make loans and otherwise extend credit to the Assignor; and

WHEREAS, the Assignor and the Bank entered into a Security Agreement dated as of May 19, 1995 (as amended, supplemented, modified and in effect from time to time, the "Security Agreement"), pursuant to which the Assignor has granted to the Bank a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A to the Original Trademark Agreement, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, in order further to secure the Obligations, the Assignor and the Bank previously entered into a Trademark Collateral Security and Pledge Agreement dated as of May 19, 1995 (the "Original Trademark Agreement") which Original Trademark Agreement was recorded in the United States Patent and Trademark Office (Reel 1370, Frame 0504); and

WHEREAS, in connection with the further amendment to the Credit Agreement and additional extensions of credit thereunder, the Assignor and the Bank have agreed to supplement Schedule A to the Original Trademark Agreement to include the additional trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A-1 attached hereto, to provide additional security for the payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Schedule A to the Original Trademark Agreement is hereby amended by adding thereto the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A-1 attached hereto.

2. Exhibit 1 to the Original Trademark Agreement is hereby amended by adding to the Annex thereof, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Annex A-1 attached hereto. In addition, the Assignor has executed in blank and delivered to the Bank an additional assignment of federally registered trademarks in substantially the form of Exhibit 1 to the Original Trademark Agreement, a copy of which is attached as Exhibit 1-A hereto (the "Supplemental Assignment of Marks"). The Assignor hereby authorizes the Bank to complete as assignee and record with the PTO (as such term is defined in the Original Trademark Agreement), the Supplemental Assignment of Marks upon the occurrence and during the continuance of an Event of Default (as such term is defined in the Original Trademark Agreement) and the exercise of the Bank's remedies under the Original Trademark Agreement, as amended hereby, and the Security Agreement.

3. Section 17(a) of the Original Trademark Agreement as hereby amended by deleting the name "Paul LeMieux" appearing in the second line thereof and inserting in lieu thereof "Chief Financial Officer."

4. Section 17(b) of the Original Trademark Agreement is hereby amended (i) by deleting the name "Steven G. Caron" appearing in the second line thereof and inserting in lieu thereof the name "David J. Costello," and (ii) by deleting "Bingham, Dana & Gould, 150 Federal Street, Boston, Massachusetts 02110, Attention: Linda J. Groves, Esq." appearing in the last three lines thereof and inserting in lieu thereof "Sullivan & Worcester LLP, One Post Office Square, Boston, Massachusetts 02109, Attention: Dennis J. White, Esq."

5. The representations and warranties contained in Section 3 of the Original Trademark Agreement are true and correct in all material respects on and as of the date hereof (except to the extent that such representations and warranties expressly relate to an earlier date).

6. Upon the effectiveness hereof, each reference in each Loan Document (as defined in the Credit Agreement) to "the Trademark Collateral Security and Pledge Agreement," the "Trademark Security Agreement," the "Trademark Agreement," "thereunder," "thereof," "therein," or words of like import referring to the Original Trademark Agreement, shall mean and be a reference to the Original Trademark Agreement, as amended hereby. Except as specifically set forth above, the Original Trademark Agreement shall remain in full force and effect and is hereby ratified and confirmed. The amendments set forth above (i) do not constitute a waiver or modification of any term, condition or covenant of the Original Trademark Agreement other than as expressly set forth herein, and (ii) shall not prejudice any rights which the Bank may now or hereafter have under or in connection with the Original Trademark Agreement, as modified hereby, or any Loan Document and shall not obligate the Bank to assent to any further modifications.

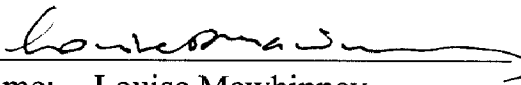
7. This Agreement may be signed in one or more counterparts each of which taken together shall constitute one and the same document.

8. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

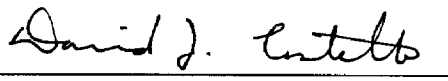
9. THE BORROWER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS LOAN MODIFICATION AGREEMENT.

IN WITNESS WHEREOF, the Assignor and the Bank have caused this Amendment No. 1 to Trademark Collateral Security and Pledge Agreement to be signed under seal by their respective duly authorized officers as of the date set forth above.

THE BUTCHER COMPANY, INC.

By: 
Name: Louise Mawhinney
Title: Chief Financial Officer

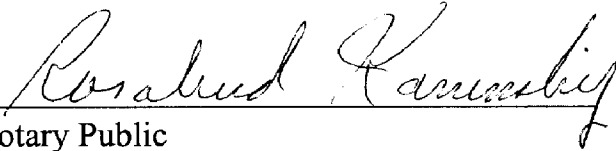
STATE STREET BANK AND TRUST COMPANY

By: 
Name: David J. Costello
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11th day of December, 1998, personally appeared Louise Mawhinney to me known personally, and who, being by me duly sworn, deposes and says that she is the Chief Financial Officer of The Butcher Company, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Louise Mawhinney acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

**ROSALIND KAMINSKY
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 28, 2005**

SCHEDULE A-1

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Look	1,921,414	9/26/95
Prozyme	1,667,328	12/10/91
Command Center	1,923,707	10/3/95
Blue Skies	2,048,575	4/1/97
Spin Out	1,921,413	9/26/95
Flying Colors	2,072,953	6/24/97
Powertrainer	1,983,614	7/2/96
Best Defense	2,014,369	11/5/96
Trademark	1,989,343	7/23/96
Quick Lift	2,027,678	12/31/96
Jackhammer	2,112,065	11/11/97
Altima	2,197,983	10/20/98
Altitude	2,164,167	6/9/98
Ballistic	2,190,883	9/22/98
Boardwalk	2,164,168	6/9/98
Border Patrol	2,169,714	6/30/98
Citrus Express	2,169,715	6/30/98
Cutting Force	2,198,012	10/20/98
Freefall	2,009,043	10/15/96
Frequency 256	2,167,745	6/23/98
Frequency 128	2,189,401	9/15/98
Frequency 64	2,167,753	6/23/98
Grandstand	1,983,106	6/25/96
Hard Charger	2,162,242	6/2/98

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Kil-Oder	2,167,746	6/23/98
Optimize	2,185,950	9/1/98
Pillar	2,012,698	10/29/96
Practical Solutions	2,149,978	4/18/98
Quick Lift	2,027,678	12/31/96
Reflecta	2,162,244	6/2/98
Rinsoft	2,165,994	6/16/98
Sky Light	2,162,241	6/2/98
Steamette	2,164,169	6/9/98
Sure Pass	2,162,243	6/2/98
Top Spin	2,164,174	6/9/98
Wide Range	2,164,173	6/9/98
Leakproof	1,750,173	3/19/57
Magee	2,147,454	3/31/98
Soft-Off	1,746,643	1/19/93
TilePRO	1,244,068	7/5/83
Waterthane	1,321,670	2/26/85

Pending Applications

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Brandbridge	75/104,347	5/15/96
Building Block	75/292,883	6/16/97
Inspire	75/213,307	12/16/96
Uniform	75/357,144	9/15/98
Pipeline	75/326,458	7/16/97
Heptagon	75/357,143	9/15/97
EZ-Pour	75/541,469	8/24/98

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, THE BUTCHER COMPANY, INC., a corporation organized and existing under the laws of The Commonwealth of Massachusetts, having a place of business at 67 Forest Street, Marlborough, Massachusetts 01752 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on Annex A-1 hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex A-1; and

WHEREAS, the Assignee described below (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

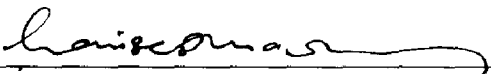
This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

Description of Assignee:

Name:	_____
Type of Entity:	_____
Jurisdiction of Organization:	_____
Location of Chief Executive Office:	_____

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, _____.

THE BUTCHER COMPANY, INC.

By: 
 Name: Louise Mawhinney
 Title: Chief Financial Officer

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

[_____]

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this the 11th day of December, 1998, before me appeared Louise Mawhinney the person who signed this instrument, who acknowledged that she is the Chief Financial Officer of The Butcher Company, Inc. and that being duly authorized she signed such instrument as a free act on behalf of The Butcher Company, Inc.



Notary Public

My commission expires:

ROSALIND KAMINSKY
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 28, 2005

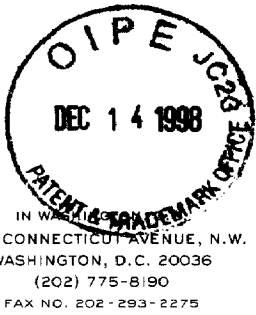
ANNEX A-1

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Sure Pass	2,162,243	6/2/98
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Pipeline	75/326,458	7/16/97
Heptagon	75/357,143	9/15/97
EZ-Pour	75/541,469	8/24/98



SULLIVAN & WORCESTER LLP
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
(617) 338-2800
FAX NO. 617-338-2880

D 4

IN NEW YORK CITY
767 THIRD AVENUE
NEW YORK, NEW YORK 10017
(212) 486-8200
FAX NO. 212-758-2151

December 11, 1998

Via Overnight Courier

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

Re: The Butcher Company, Inc./State Street Bank and Trust Company

Ladies and Gentlemen:

On behalf of State Street Bank and Trust Company (the "Bank"), we enclose for filing Amendment No. 1 to Trademark Collateral Security and Pledge Agreement between The Butcher Company, Inc. ("Butcher") and the Bank, pursuant to which Butcher has granted a security interest in certain additional trademarks and trademark applications to the Bank. The enclosed filing supplements the Trademark Collateral Security and Pledge Agreement, dated May 19, 1995, between Butcher and the Bank, filed with the U.S. Patent and Trademark Office at Reel 1370, Frame 0504.

In addition, also enclosed is a check from Butcher payable to the U.S. Patent and Trademark Office in the amount of \$1,215 to cover the fees required by 37 CFR 3.41 in connection with the enclosed filing.

Please call the undersigned at (617) 338-2427 if you have any questions regarding this filing. If I am unavailable, please call Dennis J. White of this office at (617) 338-2939.

For the benefit of our records, please acknowledge receipt of the enclosed materials by signing or date-stamping the enclosed copy of this letter and returning such signed or stamped copy to the undersigned in the enclosed, postage-paid return envelope.

Very truly yours,

Howard E. Berkenblit
Howard E. Berkenblit

Enclosures

cc: Ms. Louise Mawhinney
Mr. David J. Costello
Thomas H. Dolan, Esq.
(each by fax w/o enc.)

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