

06-10-1999



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RECORDATION FORM COVER SHEET/FINANCE  
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

Merger  Effective Date  
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

06/09/1999 MTHAI1 00000244 2198223

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

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: 001908 FRAME: 0836

**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)**

**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.

*R. Scott Sawyer*

Name of Person Signing

*[Signature]*

Signature

*June 2, 1999*

Date Signed



COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Channing L. Bete Co., Inc., a Massachusetts corporation, with a place of business at 200 State Road, South Deerfield, MA 01373 (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, MA 02110-2804 as agent (the "Agent") for itself as a Co-Lender and Fleet National Bank, with an address located at One Monarch Place, Springfield, MA and as a Co-Lender, a security interest in and to all of the rights, title and interest of the Assignor in and to (i) all of Assignor's 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 or 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 conducted 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 Agent has given notice to the Assignor of the Agent's intention to exercise its rights under the Security Agreement, the Agent hereby grants to the Assignor, without representation or warranty by the Agent, the exclusive, nontransferable right and license (i) to use the Marks on an 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 February 27, 1996 by and between the Assignor, the Agent and the Co-Lenders, as the same may from time to time be amended and in effect (the "Security Agreement").


TRADEMARK

REEL: 001908 FRAME: 0839

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of March 4, 1999.

ASSIGNOR:

CHANNING L. BETE CO., INC.

By:   
Name: Michael G. Bete  
Its: President and Treasurer

The Commonwealth of Massachusetts

Hampden, ss.

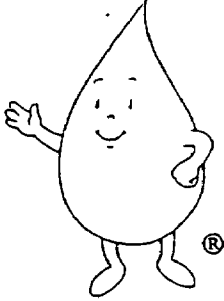
March 4, 1999

Then personally appeared the above-named Michael G. Bete, President and Treasurer of Channing L. Bete Co., Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

JAMES B. SHEILS  
MY COMMISSION EXPIRES  
DECEMBER 11, 2003

  
Notary Public  
My Commission Expires:

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PARENTS PART OF THE TEAM!®	DEWDROP®	
WAY TO GROW®		

This sheet is not intended to demonstrate the proper usage of the ® symbol.