

MHD 7-30-99

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

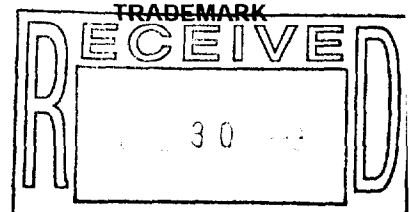
08-03-1999

U.S. Department of Commerce
Patent and Trademark Office



101108332

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

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
- 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.)

08/02/1999 DNGUYEN 00010256 75602110

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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: 061938 FRAME: 0262

**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

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/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 the Assignment.)

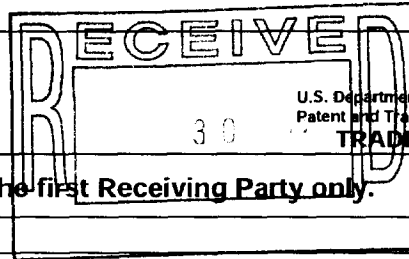
Trademark Application Number(s) or Registration Number(s)

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)



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.

Louise Mawhinney,
Chief Financial Officer

July 29, 1999

Name of Person Signing

Signature

Date Signed

SCHEDULE A-2

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pipeline	2,256,417	6/29/99
Heptagon	2,254,358	6/15/99
Uniform	2,208,686	12/8/98

Pending Applications

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Legend	75/702,169	5/10/99
Speedball Glass	75/672,599	4/1/99
Speedball 2000	75/672,319	4/1/99
Quest 256	75/649,623	3/1/99
Breakdown	75/643,144	2/16/99
Morning Mist	75/643,025	2/17/99
BP	75/641,863	2/16/99
Barricade	75/635,548	2/5/99
Outpost	75/624,234	1/20/99
Goofs and Consequences	75/602,110	12/9/98
Building Block	75/292,883	5/16/97

EXHIBIT 1-B

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-2 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-2; 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 29th day of July, 1999.

THE BUTCHER COMPANY, INC.

By: 
Name: Louise Mawhinney

AMENDMENT NO. 2
TO
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This AMENDMENT NO. 2 TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT is made as of July 29, 1999, 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 and Amendment No. 1 to Trademark Collateral Security and Pledge Agreement dated as of December 10, 1998 (collectively, the "Original Trademark Agreement") which Original Trademark Agreement was recorded in the United States Patent and Trademark Office (Reel 1370, Frame 0504 and Reel and Frame not yet assigned, respectively); 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-2 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-2 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-2 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-B 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. 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).

4. 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.

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

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

7. 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 AGREEMENT.

IN WITNESS WHEREOF, the Assignor and the Bank have caused this Amendment No. 2 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

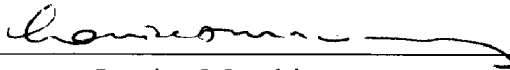
STATE STREET BANK AND TRUST COMPANY

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

OF ANY KIND AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Assignor and the Bank have caused this Amendment No. 2 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 Middlesex)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29 day of July, 1999, 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.

Suzanne Marie Ouellette
Notary Public
My commission expires: 11/12/99

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 Middlesex)

On this the 29 day of July, 1999, 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.

Lynne Marie Quillette

Notary Public

My commission expires: 11/12/99

ANNEX A-2

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pipeline	2,256,417	6/29/99
Heptagon	2,254,358	6/15/99
Uniform	2,208,686	12/8/98

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Quest 256	75/649,623	3/1/99
Breakdown	75/643,144	2/16/99
Morning Mist	75/643,025	2/17/99
BP	75/641,863	2/16/99

FAHZBASBT\BUTCHER\AMEND2.TM:12/7/98