

RECO

09-24-1999



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SET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

T-679/99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CHARTPAK, INC.



Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION

09-21-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #26

Internal Address:

1133 AVENUE OF THE

Street Address: AMERICAS

City: NEW YORK

State: NY

ZIP: 10036

Individual(s)

General Partnership

Corporation-State

Other

A

Limited Partnership

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

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

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: AMENDMENT TO SECURITY AGREEMENT

Execution Date: SEPTEMBER 2, 1999

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

A. Trademark Application No.(s)

75/294,730

B. Trademark Registration No.(s)

1,587,727 733,790  
1,625,442 1,408,476  
1,501,304 1,262,953  
894,621

Additional numbers attached  Yes  No

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

Name: JAMES E. SHLESINGER, ESQ.

SHLESINGER, ARKWRIGHT & GARVEY LLP

Internal Address:

Street Address: 3000 SOUTH EADS STREET

City: ARLINGTON State: VA ZIP: 22202

9/23/1999 DNGUYEN 00000235 75294730

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41).....\$ 915.00

Enclosed

Authorized to be charged to deposit account

(ONLY IF ANY INSUFFICIENCY)

8. Deposit account number: 19-2105

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

1 FC:481  
2 FC:482

40.00 OP  
875.00 OP

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.

James E. Shlesinger

Name of Person Signing

*James E. Shlesinger*  
Signature

Sept. 21, 1999

Date

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

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

OMB No. 0551-0011 (exp. 4/94)

T-679/99

Tab settings = = = ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CHARTPAK, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other: \_\_\_\_\_

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: AMENDMENT TO SECURITY AGREEMENT

- Merger
- Change of Name

Execution Date: SEPTEMBER 2, 1999

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION

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

Street Address: 1133 AVENUE OF THE AMERICAS

City: NEW YORK State: NY ZIP: 10036

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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)

1,764,445	1,430,236
1,936,163	814,022
504,631	813,625
664,735	665,993
710,273	2,080,870
405,163	692,271
93,442	613,177
405,204	853,666
1,146,116	996,758
1,202,002	1,220,863
405,161	1,030,057
	1,491,100
	948,796
	724,228
	733,792
	874,976
	1,459,212

**AMENDMENT NO. 2 TO  
SECURITY AGREEMENT  
(TRADEMARKS)**

AMENDMENT NO. 2 TO SECURITY AGREEMENT (TRADEMARKS) (this "Amendment"), dated as of September 2, 1999, between CHARTPAK, INC., a Delaware corporation with offices at One River Road, Leeds, Massachusetts 01053 ("Assignor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation with an office at 1133 Avenue of the Americas, New York, New York 10036 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignee and Assignor entered into a Loan and Security Agreement dated January 23, 1996 (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement", and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Financing Agreements"), pursuant to which Assignee has made and may in the future, in its discretion, make certain loans and advances and extend credit to Assignor, subject to the terms and provisions of the Financing Agreement.

WHEREAS, Assignee and Assignor entered into a Security Agreement (Trademarks) dated as of January 23, 1996, as amended (the "Security Agreement"), pursuant to which Assignor further evidenced Assignee's security interest in the Trademarks (as defined in the Security Agreement). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned thereto in the Security Agreement.

WHEREAS, Assignor entered into a certain Asset Purchase and Sale Agreement dated as of September 2, 1999 by and between Sanford, L.P., an Illinois limited partnership ("Sanford"), and Assignor, pursuant to which Assignor acquired certain assets of Sanford, including, but not limited to, trademarks and trademark licenses (the "Sanford Trademarks").

WHEREAS, in order to further evidence Assignee's security interest in the Sanford Trademarks, Assignee has requested Assignor to enter into this Amendment.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Assignee to make any loans and/or advances to Assignor, Assignor and Assignee agree as follows:

1. Amendments. Exhibit 1 attached to the Security Agreement is amended by inserting the contents of Exhibit A attached hereto at the end thereof.

2. Ratification. Except as expressly set forth herein, the Security Agreement and the other Financing Agreements are not modified hereby and each shall remain in full force and

effect in accordance with the respective provisions thereof on the date hereof, and the Security Agreement and the other Financing Agreements are each in all respects ratified and affirmed.

3. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) each of the representations and warranties of Assignor set forth in the Security Agreement, after giving effect to this Amendment, is true and correct in all respects, as of the date hereof; and (b) no Event of Default, or event which with notice or the passage of time would become an Event of Default, has occurred and is continuing.

4. Amendments and Waivers. This Amendment may not be modified, supplemented, or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

5. Severability. If any clause or provision of this Amendment shall be invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

6. Notices All notices, requests, and demands to or upon Assignor or Assignee under this Amendment shall be given in the manner prescribed by the Financing Agreements.

7. Governing Law. This Amendment shall be governed by and construed, applied, and enforced in accordance with the Federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

8. Financing Agreement. This Amendment is one of the Financing Agreements.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

CHARTPAK, INC., Assignor

By: Stanley P. Roth  
Name: Stanley P. Roth  
Title: Chairman

CONGRESS FINANCIAL CORPORATION,  
Assignee

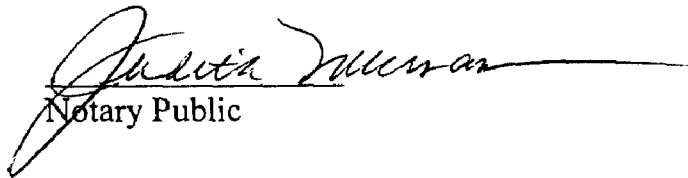
By: John T. Garvey  
Name: John T. Garvey  
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF Suffolk ) ss:

On the 2<sup>nd</sup> day of SEPTEMBER, 1999 me personally came Stanley P. Roth, to me known, who being by me duly sworn, did depose and say that s/he resides at 147 PARKWAY DR PLAINVIEW, NY 11803, that s/he is the CHAIRMAN of CHARTPAK, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name by order of the board of directors of said corporation.

JUDITH MURNAME  
Notary Public State of New York  
No. 4899866 Suffolk County  
Commission Expires July 6 1999

  
Notary Public

STATE OF New York )  
COUNTY OF New York ) ss:

On the 15 day of September, 1999 me personally came John T. Garvey, to me known, who being by me duly sworn, did depose and say that ~~s~~he resides at 1133 Avenue of the Americas, New York, New York 10036, that ~~s~~he is a V. P. of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that ~~s~~he signed his/~~h~~r name by order of the board of directors of said corporation.

  
Notary Public

AMY HOTALING  
NOTARY PUBLIC, State of New York  
#4862066 Qualified in New York County  
Commission Expires June 23, 2000

Exhibit A**TRADEMARKS****U.S. Trademarks**

Trademark	Country	Reg. No./App. No.	Date Reg./App.
ARTIST COLOR	U.S.	1,587,727	3/20/90
ARTPENCIL	U.S.	1,625,442	11/27/90
DELPEL	U.S.	1,501,304	8/23/88
DOUBLE-ENDER	U.S.	733,790	7/3/62
DPP	U.S.	1,408,476	9/9/86
DRY DOUBLE SEAL	U.S.	1,262,953	1/3/84
DUETTE	U.S.	894,621	7/14/90
EASYPLOT	U.S.	1,764,445	4/13/93
EASYPLOT PLUS	U.S.	1,936,163	11/14/95
HARDTMUTH	U.S.	504,631	12/7/48
KOH-I-BALL	U.S.	664,735	7/22/58
KOH-I-LAR	U.S.	710,273	1/24/61
KOH-I-NOOR (emblem)	U.S.	405,163	1/11/44
KOH-I-NOOR	U.S.	93,442	9/16/13
KOH-I-NOOR	U.S.	405,204	1/11/44
KOH-I-NOOR EDUCATOR	U.S.	1,146,116	1/20/81
KOH-I-NOOR RAPIDOGRAPH (design)	U.S.	1,202,002	7/20/82
OUTLINE	U.S.	405,161	1/11/44
POLYMAX	U.S.	1,430,236	2/24/87
PROJECTO-COLOR	U.S.	814,022	8/30/66
QUIK-BRUSH	U.S.	75/294,730	5/19/97
RAPIDO-EZE	U.S.	813,625	8/23/66
RAPIDO-GUIDE	U.S.	665,993	8/19/58
RAPIDO-JET	U.S.	2,080,870	7/22/97

Trademark	Country	Reg. No./App. No.	Date Reg./App.
RAPIDOGRAPH	U.S.	692,271	2/2/60
RAPIDOGRAPH	U.S.	613,177	9/27/55
RAPIDOMAT	U.S.	853,666	7/30/68
RAPIDOMAT	U.S.	996,758	10/29/74
RAPIDOMATIC	U.S.	1,220,863	12/21/82
RAPIDOMETRIC	U.S.	1,030,057	1/13/76
RAPIDOPLOT (stylized)	U.S.	1,491,100	6/7/88
RAPIDRAW	U.S.	948,796	12/19/72
TECHNIGRAPH	U.S.	724,228	11/21/61
TECHNOGRAPH	U.S.	733,792	7/3/62
TECHNOS	U.S.	874,976	8/19/69
ULTRADRAW	U.S.	1,459,212	9/29/87



**Foreign Trademarks**

Trademark	Country	Reg. No./App. No.	Date Reg./App.
EASYPLOT	Canada	433,940	9/30/94
KOH-I-NOOR (and design)	Canada	263,369	6/22/71
KOH-I-NOOR	Canada	011,005	6/22/06
KOH-I-NOOR	Canada	NFLD3110	5/31/48
RAPIDOMAT	Canada	184,550	7/21/72
RAPIDOPLOT	Canada	382,717	4/5/91