

FORM PTO-1618A

Expires 06/30/99
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09-20-1999

09-23-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARKTRADEMARK FEE PROCESS.
RECEIVED1999 SEP 20 P 4 29
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TO: The Commissioner of Patents

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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☐ MergerEffective Date
Month Day Year☐ Change of Name☐ Other**Conveying Party**☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name FELLOWS CORPORATION

8-19-99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other☒ Citizenship/State of Incorporation/Organization DELAWARE**Receiving Party**☐ Mark if additional names of receiving parties attached

Name FLEET CAPITAL CORPORATION

DBA/AKA/TA

Composed of

Address (line 1)

200 GLASTONBURY BLVD

Address (line 2)

Address (line 3)

GLASTONBURY

CT

06033

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other☒ Citizenship/State of Incorporation/Organization RHODE ISLAND

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.)

09/22/1999 DNGUYEN 00000173 548059

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

02 FC:482

50.00 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: 001970 FRAME: 0819

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

800-833-9848

Name

TONYA CHAPPLE

Address (line 1)

C/O CSC

Address (line 2)

80 STATE STREET

Address (line 3)

ALBANY, NY 12207

Address (line 4)

Pages

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

#

19

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)

548,059	621,257	1,163,454

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple

Signature

9-17-99

Date Signed

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 19 day of August, 1999 by FELLOWS CORPORATION ("Borrower"), a Delaware corporation having a mailing address at 257 Clinton Street, Springfield, VT 05156, and delivered to FLEET CAPITAL CORPORATION, a Rhode Island corporation having a mailing address at 200 Glastonbury Blvd., Glastonbury, CT 06033 as agent for the Lenders (as defined in the Loan Agreement referred to below)("Agent").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith among Borrower and other parties named therein, as borrowers, the lending institutions now or hereafter named as lenders on Annex I thereto and Agent, as agent (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which, inter alia, Borrower is granting Agent a lien on and security interest in certain assets of Borrower associated with or relating to products leased or sold or services provided under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, service marks and tradenames under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, and security interest in, the Trademarks, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Borrower grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademarks, together with all the

present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, (collectively the "Collateral").

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations are indefeasibly paid and satisfied in full and the Line of Credit has been terminated.

3. Borrower represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) Except for Liens permitted under Section 8.2.5 of the Loan Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks.

4. Borrower further covenants that:

(a) Until all of the Obligations have been indefeasibly paid and satisfied in full and the Revolving Credit has been terminated, Borrower will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement.

(b) If Borrower acquires rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender written notice promptly upon its first use thereof along with an amended Schedule "A".

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Agent that an Event of Default has occurred and is continuing under the Loan Agreement and that Agent has elected to exercise its rights hereunder, Borrower shall continue to have the exclusive right to use the Trademarks and Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent or as may be expressly permitted under the Loan Agreement.

7. Following the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State whose law governs the interpretation of the Loan Agreement, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon or otherwise exercise its rights against the Trademarks covered hereby. For such purposes, Borrower authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on Borrower's behalf a trademark assignment in the form attached hereto as Exhibit I. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full and the Revolving Credit is terminated.

8. This Agreement shall not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Documents and shall be cumulative. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon full and unconditional satisfaction of all of the Obligations and termination of the Revolving Credit, Agent shall execute and deliver to Borrower all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation and execution of this Agreement and all other documents relating hereto, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the contractual per annum rate prescribed in the Loan Agreement applicable to Revolving Credit Base Rate Loans.

12. Subject to any applicable terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter to preserve and maintain all rights in the Trademarks, and upon reasonable request of Agent, Borrower shall make federal application on registrable but unregistered trademarks belonging to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Trademark without the prior written consent of the Agent.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. If an Event of Default is outstanding under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Agent's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent in full for all reasonable costs and expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Borrower and Agent nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.


17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower and Agent each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement the day and year first above written.

FELLOWS CORPORATION

By: 
Name: Gregory I. Goldman
Title: CEO

Addendum
to Trademark Security Agreement

This is an addendum to a certain Trademark Security Agreement (Agreement)

between

Fellows Corp.

and

Fleet Capital Corporation

entered into on 19... August 1999.

In Germany, there are two trademarks registered for Fellows Corp.

- trademark 1045525 Fellows
- trademark 1039956 Hydrostroke

with respect to these trademarks, the parties declare that as to their contractual relationship concerning these Trademark, the provisions of the Agreement will be applied mutatis mutandis.

As to the legal situation of the trademarks under German law, the parties agree that Fellows Corp hereby pledges all rights and ancillary rights related to the Trademark Collateral as well as the Trademark itself to Fleet Capital Corporation in accordance with German law.

Fleet Capital Corporation shall be entitled to exercise its rights without obtaining a final judgement or award (vollstreckbarer Titel) against Fellows Corp.

Fellows Corp. irrevocably agrees that Fleet Capital Corporation registers the pledge of the Trademarks with the Federal Patent Office (Bundespatentamt) or any other competent authority at any time. The agent under the Trademark Security Agreement or Fleet Capital Corporation, in the sole discretion, are entitled to make all declarations necessary and conducive to the registration of the pledge with the Federal Patent Office or any other competent authority.

The national agent to be appointed is Shearman & Sterling, Couvenstr. 8, 40211 Düsseldorf, Germany.

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
~~STATE OF~~ *Commonwealth of Pennsylvania* SS
COUNTY OF *Philadelphia* :

On this 19th of August, 1999, before me personally appeared Gregory I. Goldman, to me know and being duly sworn, deposes and says that he is CEO of FELLOWS CORPORATION ("Grantor"); that he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Ellen Keiffer
Notary Public

My Commission Expires:

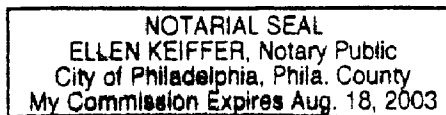


Exhibit I

TRADEMARK ASSIGNMENT

WHEREAS, FELLOWS CORPORATION ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith issued under and pursuant to the Power of Attorney.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, _____.

By: _____
Attorney-in-fact

SCHEDULE A**Trademarks of Fellows Corporation**

Trademark	Registration Number	Registration/Filing Date	Renewal Date
FELLOWS Austria	2,005,713	10/08/97	05/20/02
FELLOWS Benelux	375,939	09/11/91	09/11/91
FELLOWS Brazil	810,664,606	12/06/93	12/06/03
FELLOWS Canada	270,011	06/11/82	06/11/97
FELLOWS China	229,524 229,508 229,509	06/30/85	06/29/95
FELLOWS Denmark	1200/82	03/19/82	03/19/02
FELLOWS France	1,182,279	07/15/91	07/15/01
FELLOWS Germany	1,045,525	09/30/91	09/30/01
FELLOWS Britain	1,161,839	09/24/92	09/24/02
FELLOWS Britain	1,161,840		
FELLOWS Italy	395,747	01/27/86	01/27/06
FELLOWS Japan	2,296,359	01/31/91	10/31/00
FELLOWS Japan	2,450,976	08/31/92	08/31/02
FELLOWS India	382,642 382,644 382,643	11/03/85	11/03/95
FELLOWS Russia	73,401	09/27/92	09/27/02
FELLOWS Switzerland	314,874	10/20/81	10/20/01
FELLOWS South Korea	83876	01/14/93	09/13/02
FELLOWS Spain	983,704	04/20/82	04/20/02
FELLOWS Spain	983,703	03/20/82	03/20/02
FELLOWS U.S.	548,059	08/16/91	08/16/01
FELLOWS and Design U.S.	621,257	02/14/76	02/14/92
HYDROSTROKE Brazil	810,672,294	12/29/83	09/20/03

HYDROSTROKE Canada	269,492	05/28/82	05/28/97
HYDROSTROKE Germany	1,039,956	08/06/91	08/06/01
HYDROSTROKE Italy	395,977	08/20/81	08/20/01
HYDROSTROKE France	1,180,927	07/16/91	07/16/01
HYDROSTROKE Great Britain	31,161,153	09/11/81	09/11/02
HYDROSTROKE Japan	1,738,299	12/20/84	12/20/04
HYDROSTROKE U.S.	1,163,454	08/04/81	08/04/01
HYDROSTROKE Switzerland	314,612	09/01/81	09/01/01

STATE OF

:

: S.S.

COUNTY OF

:

On this day of , before me, a Notary Public for the said County and State, personally appeared known to me or satisfactorily proven to me to be attorney-in-fact on behalf of FELLOWS CORPORATION ("Grantor") and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

FELLOWS CORPORATION, ("Grantor"), hereby authorizes FLEET CAPITAL CORPORATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

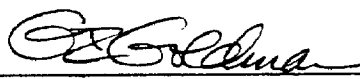
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and Agent, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 19
day of ~~July~~, 1999
August

FELLOWS CORPORATION

By: 
Name: Gregory I. Goldman
Title: CEO

SCHEDULE A**Trademarks of Fellows Corporation**

Trademark	Registration Number	Registration/Filing Date	Renewal Date
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HYDROSTROKE U.S.	1,163,454	08/04/81	08/04/01
HYDROSTROKE Switzerland	314,612	09/01/81	09/01/01

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
~~STATE OF Commonwealth of Pennsylvania~~ SS
COUNTY OF Philadelphia :

On this 19th of August, 1999, before me personally appeared Gregory I. Goldman, to me know and being duly sworn, deposes and says that he is CEO of FELLOWS CORPORATION the Grantor corporation described in the foregoing Power of Attorney; that he signed the Power of Attorney as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

Ellen Keiffer
Notary Public

