

10-20-1999



101177186

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

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.)

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/19/1999 DMGUYEN 00000250 75492341

FC:401
FC:402

40.00 OP
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: 001976 FRAME: 0100

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

212-808-7800

Name

KELLEY DRYE & WARREN LLP

Address (line 1)

MS. MARIEE PILKINGTON, LEGAL ASSISTANT

Address (line 2)

101 PARK AVENUE

Address (line 3)

NEW YORK, NY 10178

Address (line 4)

Pages

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

#

4

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)

75/492,341

75/764,426

75/764,427

2,198,990

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

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

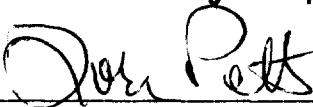
☐

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.

LORI POTTS

Name of Person Signing



Signature

10/12/99

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, The Sutherland Group Ltd., a New York corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and The Chase Manhattan Bank ("Lender") are parties to a Credit Agreement dated August 26, 1999 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lender; and

WHEREAS, pursuant to the terms of the General Security Agreement dated as of August 26, 1999 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and Lender (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 26 day of August, 1977.

THE SUTHERLAND GROUP LTD., as Debtor

By: 

Title: V-P of Finance

Acknowledged:

THE CHASE MANHATTAN BANK, as Lender

By: 

Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF MONROE)

On the 26th day of AUGUST, 1999 before me personally appeared D. Lee Kelly
to me known, who being by me duly sworn, did depose and say that he/she is Vice President Finance
of The Chase Bank, the corporation described in and which executed the foregoing
instrument; that he/she signed his/her name thereto by order of the board of directors of said
corporation.

JOHN C. HART
Notary Public, State of New York
Qualified in Monroe County
Commission Expires August 31, 192000
{Seal}

[Signature]
Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF Monroe)

On the 26th day of AUGUST, 1999 before me personally appeared Gail F. O'Neil
to me known, who being by me duly sworn, did depose and say that he/she is Vice President
of The Chase Bank, the corporation described in and which executed the foregoing
instrument; that he/she signed his/her name thereto by order of the board of directors of said
corporation.

JOHN C. HART
Notary Public, State of New York
Qualified in Monroe County
Commission Expires August 31, 192000
{Seal}

[Signature]
Notary Public

My commission expires: _____

TRADEMARKS

<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
SGL TECHNOLOGIES	US	75/231/544	1/27/97	2,198,990	10/20/98

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
E3	US	75/764,426	7/30/99	-	--
ECRM	US	75/764,427	7/30/99	-	--
ESCORT	US	75/492,341	5/28/98	-	--