

C MRD  
10-15-99

Attachment A

781-40-00  
483-25-00 166079

10-20-1999

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



101175053

3 SHEET  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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):

R Tape Corporation

REC 9-4-97

- Individual(s)
- General Partnership
- Corporation-State (New Jersey)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 25, 1997

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL ZIP: 60661

- 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)

75-326903 (date applied-7/18/97) R Tape

B. Trademark Registration No.(s)

1,660,797 (date-10/15/91) Aplitape

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp

Internal Address:

09/08/1997 JSH/BAZZ 00000154 1660797

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

Street Address: 400 Seventh Street N.W.  
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 125.00

- Enclosed
- Authorized to be charged to deposit account!

8. Deposit account number:

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

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.

Lori Fine

Name of Person Signing

*Lori Fine*

Signature

8/28/97

Date

Total number of pages including cover sheet, attachments, and documents

TRADEMARK

REEL: 001979 FRAME: 0468

Mail documents to be recorded with required fees to...

**ASSIGNMENT FOR SECURITY OF PATENTS,  
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 25~~th~~ day of July, 1997, by and between R Tape Corporation, a New Jersey corporation (the "Assignor"), and Heller Financial, Inc., a Delaware corporation (the "Lender").

**W I T N E S S E T H**

WHEREAS, pursuant to a certain Credit Agreement of even date herewith between the Assignor and the Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lender has agreed to make certain loans and extend certain other financial accommodations to the Assignor, and

WHEREAS, a certain Security Agreement of even date herewith between the Lender and the Assignor (the "Security Agreement") grants to the Lender a continuing security interest in certain of the Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions.

The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to the Lender a continuing security interest in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all Patents (as such term is defined in the Security Agreement), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and

payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and the Copyrights (as defined in the Security Agreement), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks," provided that the Trademarks shall exclude any and all "intent-to-use" applications until a verified statement of use is filed with respect to such applications);

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to the Lender under this Assignment, the Assignor hereby assigns, transfers and conveys to the Lender all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable the Lender, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of the Lender and its successors, assigns and transferees,

whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Assignor or any other Person by the Lender (except that if the Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by the Assignor. The Assignor shall provide the Lender on a quarterly basis with a list of all (i) patents, copyrights and trademarks and (ii) federal applications for letters patent, copyright registrations and trademark registrations, if any, in each case federally registered by Assignor during the preceding quarter, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Security Agreement and this Assignment.

4. Effect on Credit Agreement; Cumulative Remedies. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Lender with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, THE LENDER SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

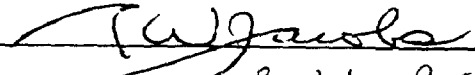
5. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF

THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

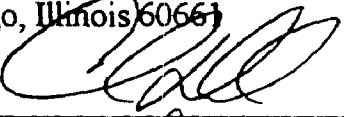
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

R TAPE CORPORATION  
6 Ingersoll Road  
South Plainfield, New Jersey 07080

By   
Title President and Chief Executive Officer

Accepted and Agreed to:

HELLER FINANCIAL, INC.  
500 West Monroe Street  
Chicago, Illinois 60661

By   
Its Vice President

SCHEDULE A

Patents

U.S. Patent No.

Date Issued

Patent Description

NONE

Patent Applications

U.S. Patent Application No.

Date Applied

NONE

SCHEDULE B

Copyright Registrations

Registration No.

Date

NONE

Copyright Applications

Copyright  
Description

Copyright Application No.

Date Applied

NONE



SCHEDULE C

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Aplitape	1,660,797 ✓	10/15/91

Trademark Applications

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
R Tape	75-326903 ✓	7/18/97

The United States of America



CERTIFICATE OF REGISTRATION  
PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are a part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*A. Todd Tschumi*

Acting Commissioner of Patents and Trademarks

**TRADEMARK**

**REEL: 001979 FRAME: 0477**

Int. Cl.: 17

Prior U.S. Cls.: 1, 5, 12, 13, 35 and 50

Reg. No. 2,254,819

**United States Patent and Trademark Office**

Registered June 22, 1999

**TRADEMARK  
PRINCIPAL REGISTER**



HELLER FINANCIAL, INC. (DELAWARE CORPORATION)  
500 WEST MONROE STREET  
CHICAGO, IL 60661, BY ASSIGNMENT R  
TAPE CORPORATION (NEW JERSEY CORPORATION) SOUTH PLAINFIELD, NJ 07080

FOR: ADHESIVE TAPE FOR INDUSTRIAL AND COMMERCIAL USE, NAMELY, SCREEN PRINTING, GRAPHIC IMAGING, TRANSFER AND OVERLAMINATING, IN CLASS 17 (U.S. CLS 1, 5, 12, 13, 35 AND 50).

FIRST USE 12-0-1996; IN COMMERCE 12-0-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TAPE", APART FROM THE MARK AS SHOWN.

SER. NO. 75-326,903, FILED 7-18-1997.

RUDY R. SINGLETON, EXAMINING ATTORNEY