

12-23-1999



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

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MWD 12.17.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other Notice of Collateral Assignment of Trademarks
- License
Num Pro Inc Assignment
Effective Date
Month Day Year

RECEIVED
1999 DEC 17 AM 10:20
DPR/FINANCE

Conveying Party

Mark if additional names of conveying parties attached

Name Bain & Company, Inc.

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) One Federal Street

Address (line 2)

Address (line 3) Boston City MA State/Country 02110 Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association National Banking 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)

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: 002003 FRAME: 0142

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 (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

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

6

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)

2079086
1598894

Number of Properties

Enter the total number of properties involved

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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:

07-1700

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.

Miriam J. Rovner
Name and Person Signing

Miriam J. Rovner
Signature

12/17/99
Date Signed

NOTICE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

This Notice of Collateral Assignment of Trademarks (this "Notice") is made as of December 15, 1999 by BAIN & COMPANY, INC., a Massachusetts corporation (the "Grantor"), and FLEET NATIONAL BANK, a national banking association, as agent for the Banks parties from time to time to the Credit Agreement (as hereinafter defined) (the "Grantee"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Credit Agreement.

RECITALS

WHEREAS, the Grantor has requested that the Banks extend certain credit facilities to the Grantor pursuant to a Credit Agreement dated as of December 15, 1999 by and among the Grantor, the Banks party thereto from time to time and the Grantee, as Agent for the Banks (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, the Grantor and the Grantee have entered into a certain Pledge and Security Agreement dated as of the date hereof (the "Security Agreement"), pursuant to which the Grantor, in order to secure the payment and performance of the Bank Obligations and any and all other obligations of the Grantor to the Banks under the Credit Agreement, has granted the Grantee a security interest in all the Grantor's personal property, fixtures and rights of every kind and nature (other than Excluded Property (as such term is defined in the Security Agreement)), whether now owned or hereafter acquired or arising, and all products and proceeds thereof, including but not limited to the Trademark Collateral (as defined in Section 1 below); and

WHEREAS, the Grantor is the owner of the entire right, title and interest in and to the trademarks, trademark registrations, service marks, service mark registrations, trade names, domain name registrations and trademark and service mark applications, all whether now owned or hereafter acquired by the Grantor, including, but not limited to those set forth on Schedule A attached hereto, some of which trademarks and service marks have been issued by, and which trademark and service mark applications have been filed with, the United States Patent and Trademark Office, and all of which are included in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Grantor has granted to the Grantee a security interest in, among other things, all of the following (collectively, the "Trademark Collateral"): All trademarks, trademark registrations, service marks, service mark

registrations, trade names, domain name registrations, trademark and service mark applications, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, trade names or other items described in clauses (a)-(d), and (f) all other proceeds of the foregoing, all in accordance with the terms and conditions of the Security Agreement.

Without limiting the generality of the foregoing, pursuant to the Security Agreement the Grantor has collaterally assigned to the Grantee and has granted to the Grantee a security interest in the Trademark Collateral set forth on Schedule A hereto.

2. The Grantor agrees that it will not sell or offer to sell or otherwise transfer the Trademark Collateral or any interest therein, or grant any rights or interests thereto or therein, except as permitted under the Security Agreement and the Credit Agreement.

3. The Grantor and the Grantee hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the collateral assignment of and security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Upon the occurrence of any Event of Default, the Grantee shall have the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws, including, but not limited to, those rights and remedies provided in the Security Agreement. The Grantee shall give Grantor reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is given to the Grantor at least five (5) business days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of the Grantee upon the occurrence of an Event of Default, the Grantee shall thereupon have the immediate right to transfer to itself, for the benefit of the Banks, or to sell, assign and transfer to any other person, all right, title and interest in and to all or any part of the Trademark Collateral. A formal irrevocable power of attorney is being executed and delivered by the Grantor to the Grantee concurrently with this Agreement to enable such rights to be carried out. Grantor agrees that, in the event the Grantee exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from the Grantee to Grantor, Grantor shall never thereafter, without the prior written authorization of the owner or owners of such Trademark Collateral, use any such Trademark Collateral. The condition of this provision is such that unless and until there occurs an Event of Default, Grantor shall continue to own and use the Trademark Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom; provided, however, after the

occurrence of an Event of Default, such right will, upon the exercise by the Grantee of the rights provided by this Agreement and the Security Agreement, be revoked and the right of the Grantor to enjoy the uses, benefits, royalties and profits of said Trademark Collateral will wholly cease, whereupon the Grantee or its transferee(s) shall be entitled to all of the Grantor's right, title and interest in and to the Trademark Collateral hereby so assigned.

5. This instrument is made pursuant to the Security Agreement. The Grantor hereby expressly authorizes the Grantee to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Grantor's rights or interests comprising or connected with the Trademark Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

IN WITNESS WHEREOF, each of the Grantor and the Grantee has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer, as of the date first above written.

BAIN & COMPANY, INC.

FLEET NATIONAL BANK,
as Agent

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: Thomas E. Hyspe
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 13th day of December, 1999, before me personally appeared Gary Wilkinson to me known, who, being by me duly sworn, declared that he/she is the Treasurer of Bain & Company, Inc., the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: December 2, 2005 [Signature]
Notary Public

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 14th day of December, 1999, before me personally appeared Walter Wilkinsen, to me known, who, being by me duly sworn, declared that he/she is the Treasurer of Fleet National Bank, the national banking association described in and which executed the foregoing instrument as agent of the Banks parties from time to time to the Credit Agreement; that being duly authorized he/she did execute the foregoing instrument on behalf of the bank therein named; and that the foregoing constitutes the free act and deed of said bank.

My commission expires: December 2, 2005 [Signature]
Notary Public

SCHEDULE A

Trademarks, Service Marks, Trade Names, Etc.

	<u>Trademark</u>	<u>Serial/Registration No.</u>	<u>Registration Date</u>
1)	BAIN & COMPANY	2,079,086	July 15, 1997
2)	ZERO DEFLECTIONS	1,598,894	May 29, 1990

DOCS\822669.4

IRREVOCABLE POWER OF ATTORNEY

Bain & Company, Inc. (hereinafter referred to as the "Company"), hereby grants to Fleet National Bank, as agent for the banks from time to time parties to the Credit Agreement (as hereinafter defined) (hereinafter referred to as the "Agent"), the exclusive Irrevocable Power of Attorney to transfer to the Agent or to any designee of the Agent all Trademark Collateral listed on Schedule A attached to the Notice of Collateral Assignment of Trademarks (the "Agreement"), dated as of December 15, 1999, between the Company and the Agent, which includes, without limitation, all trademarks, trademark applications and/or registrations together with the goodwill of the business connected with or symbolized by such Trademark Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to the Banks (as defined in the Credit Agreement) are outstanding under the Credit Agreement, dated as of December 15, 1999, by and among the Company, the banks party thereto from time to time and the Agent (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement").

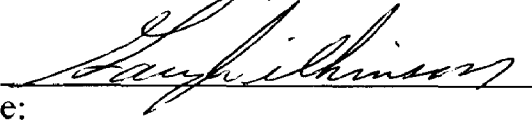
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life and shall only terminate upon termination of the Credit Agreement;

3. The Power of Attorney granted herein shall only be exercisable by the Agent after the occurrence of an Event of Default under the Credit Agreement; and

4. The Agent shall give the Company five (5) business days prior written notice of the exercise of this power, and the waiver by the Agent of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of the Agent. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 15th day of December, 1999.

BAIN & COMPANY, INC.

By: 
Title: _____