

02-11-2000



101266329
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

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

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.)

02/11/2000 TTOM11 00000065 1430083

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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, DC 20231
TRADEMARK

REEL: 002020 FRAME: 0131

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1430083"/>	<input type="text" value="1869283"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1868060"/>	<input type="text" value="1881915"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1868059"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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.

Joseph C. Hutchinson, II

[Handwritten Signature]

11/13/2000

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT (TRADEMARKS)

This Security Agreement (Trademarks) is made by DYNAWAVE INCORPORATED, a Massachusetts corporation ("Assignor") having a place of business at 135 Ward Hill Avenue, Haverhill, Massachusetts, in favor of Eastern Bank, a Massachusetts bank ("Assignee") having a place of business at 53 State Street, Boston, Massachusetts 02109.

1. Recitals. Assignor is the owner of all right, title and interest, in and to the United States Trademarks and goodwill associated therewith ("Trademarks") listed and described in Schedule A attached hereto. Assignee, for the benefit of itself, its successors and assigns, subject to the terms and agreements contained herein, is desirous of acquiring a security interest in and to the Trademarks.

2. Assignment. The Assignor hereby grants to the Assignee a security interest in the entire right, title and interest it holds and hereafter may acquire in and to the Trademarks and any renewals and continuations thereof, including: (i) all priority rights arising therefrom, (ii) all claims for damage by reason of infringement of the Trademarks, and (iii) any and all proceeds of the foregoing, including personal property purchased with cash proceeds. Any rights of Assignee hereunder shall be in addition to any rights and interests granted to Assignee by Assignor pursuant to a Security Agreement dated on or near the date hereof from Assignor in favor of Assignee.

3. Further Assurances. Assignor hereby agrees to execute and sign, without further consideration, any other legal document and to do all other acts that may be appropriate and may be deemed necessary by the Assignee fully to secure to the Assignee its interests as aforesaid in and to said inventions or any part thereof and in and to the Trademarks or any of them. Assignee may file a copy of this Security Agreement as a financing statement under the Uniform Commercial Code.

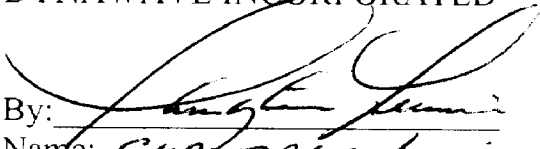
4. Encumbrances. Assignor does hereby covenant for itself and its legal representatives that it has not hitherto assigned, mortgaged or permitted any lien or encumbrance to exist with respect to any trademark application or Trademark (other than for a security interest in favor of State Street Bank and Trust Company, and Citizens Bank of Massachusetts as successor thereto, which security interest Assignor has caused to be satisfied and discharged in its entirety) or granted any license to make, use and sell any invention covered thereby, and that in connection therewith, Assignor will not henceforth assign, license, mortgage, encumber or execute any instrument to that effect without the prior written consent of Assignee.

5. Default. Assignor shall be in default hereunder upon the occurrence of an Event of Default as described in the Credit Agreement dated the date hereof between Assignor and Assignee. Notice of the time and place of any public sale, or of the date after which a private sale of the collateral granted to Assignee hereby, shall be deemed reasonable if given at least seven days before the date of any public sale or the date after which a private sale shall take place. Assignee may deduct from the proceeds of any such sale its cost and expenses of taking,

holding proceeds of any such sale costs and expenses of taking, holding and selling such collateral, including its reasonable attorneys' fees.

IN WITNESS WHEREOF the Assignor, acting through its duly authorized officer has hereunto set its hand and seal as of December 1, 1999.

DYNAWAVE INCORPORATED

By: 
Name: CHRISTOPHER LEWIS
Title: PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

DATE: December 20, 1999

Then personally appeared the above-named Christopher Lewis, President of Dynawave Incorporated, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me.


Notary Public

My Commission Expires:

8/18/2006

Schedule A

<u>Trademark Name</u>	<u>Registration #</u>	<u>Date Issued</u>
DYNAWAVE	1430083	Feb. 1987
DYNAMITE	1868060	12/20/94
DYNAFLEX	1868059	12/20/94
DYNAPAC	1869283	12/27/94
DYNAFORM	1881915	3/7/95

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