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03-03-2000

FORM PTO-1594

(Rev. 6-93)

RE



U.S. Department of Commerce  
Patent and Trade Mark Office

OMB No. 0651-0011 (exp. 4/94)

101280988

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof

<p>1. Name of conveying party(ies):</p> <p>MAIN TAPE COMPANY, INC. 2 Hance Avenue Tinton Falls, NJ 07724</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of New Jersey  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>PNC Bank, N.A.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Two Tower Center Boulevard</u></p> <p>City: <u>East Brunswick</u> State: <u>NJ</u> ZIP: <u>08816</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation- a banking corporation  <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 7, 1999</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A</p> <p>Additional numbers attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name <u>Linda K. Connolly, Esq.</u></p> <p>Internal Address: <u>c/o Pitney, Hardin, Kipp &amp; Szuch</u></p> <p>Street Address: <u>P.O.Box 1945</u></p> <p>City: <u>Morristown</u> State: <u>NJ</u> ZIP: <u>07945</u></p>	<p>6. Total number of applications and registrations involved:.....3</p> <p>7. Total fee (37 CFR 3.41).....\$90.00</p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p>(Attach duplicate copy of this page if paying by deposit account )</p>

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.*

Linda K. Connolly, Esq.                      [Signature]                      2/5/00  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

03/02/2000 DMGUYEN 00000386 1675078

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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TRADEMARK  
REEL: 002029 FRAME: 0518

**SCHEDULE "A"**

**List of Trademarks**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
GRAPHIX	February 11, 1992	1,675,078
TUF-TOP	June 26, 1979	1,121,008
IMPACT TAPE	December 25, 1979	1,128,283

Prepared by, Record and Return to:  
LINDA K. CONNOLLY, ESQ.  
Pitney, Hardin, Kipp & Szuch  
P.O. Box 1945  
Morristown, NJ 07962-1945

**PLEDGE OF TRADEMARKS AS SECURITY**

This Pledge of Trademarks as Security ("Pledge") made this 7 day of May, 1999, by **MAIN TAPE COMPANY, INC.**, a corporation of the State of New Jersey, having its principal place of business at 2 Hance Avenue, Tinton Falls, New Jersey 07724 ("Pledgor"), and delivered to **PNC BANK, N.A.**, a banking association organized and existing under the laws of the United States of America, having a location at Two Tower Center Boulevard, East Brunswick, New Jersey 08816, as Agent to the Lenders ("Agent").

**WITNESSETH:**

**WHEREAS**, Pledgor is the owner of the Trademarks listed on Schedule "A" annexed hereto, as evidenced by records in the United States Patent and Trademarks Office; and

**WHEREAS**, Pledgor is the owner of and has exclusive right, title and interest in and to said Trademarks, and

**WHEREAS**, Agent is contemporaneously herewith entering into a Loan and Security Agreement with Pledgor ("Loan Agreement") pursuant to which loans and advances may be made by Agent to Pledgor (hereinafter collectively referred to as the "Loan"), and

**WHEREAS**, Agent desires to acquire the Trademarks as security for the Loan and all other obligations of Pledgor to Agent related thereto.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual promises herein contained, Pledgor and Agent, intending to be legally bound, hereby covenant and agree as follows (all capitalized terms used but not defined herein shall have the meanings ascribed therein the Loan Agreement):

1. To secure the Loan and all other obligations of Pledgor to Agent related thereto, Pledgor hereby assigns and sets over to Agent and grants to Agent a security interest in and to all of its present and future, right, title and interest in and to the Trademarks, all goodwill associated therewith and proceeds thereof.
2. Pledgor hereby covenants and agrees to take no action to abandon the Trademarks and shall take all reasonable action necessary to preserve said Trademarks, except if

neither Pledgor nor a licensee of Pledgor using a particular Trademark in connection with the sale of products.

3. So long as no Event of Default under the Loan Agreement has occurred or is continuing, Pledgor shall have a royalty-free exclusive license to make, use and sell under the Trademarks and freely license and sub-license others thereunder, and Agent shall have no right to make, use or sell under the Trademarks or to grant or issue any exclusive or non-exclusive license to make, use and sell under the Trademarks or assign, pledge or otherwise transfer title to Trademarks to any third party. Provided, however, that any and all licenses which Pledgor may grant to others shall be subject to the terms and conditions of this Pledge.
4. If an Event of Default has occurred and is continuing under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, under the Guaranty or under security agreements now or hereafter entered into between Eagle and Agent or otherwise permitted by law, in Agent's exclusive discretion to foreclose upon the Trademarks. For such purposes and in the event of Pledgor's default hereunder or under the security agreements, Pledgor hereby authorizes and empowers Agent to constitute and appoint any officer or agent of Agent as Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact with the power to assign to others all Pledgor's right, title and interest in and to the Trademarks and, as appropriate, endorse Pledgor's name on all applications, 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 any third party or necessary for to assign, pledge, convey or otherwise transfer title in the Trademarks to anyone else. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Pledge, the security agreements and until the Loan and all obligations of Pledgor to Agent related thereto have been paid and satisfied in full.
5. All rights and remedies hereby granted to Agent shall be in addition to any rights and remedies granted to Agent the Loan Agreement.
6. Upon Pledgor's performance of all of its obligations under the Loan Agreement and full payment and satisfaction of the Loan and all of Pledgor's liabilities to Agent related thereto, Agent shall execute and deliver to Pledgor a written release of Agent's security interest in and to the Trademarks which is granted hereby, together with other such documents as may reasonably be requested by Pledgor to cancel all rights of Agent in or under the Trademarks.
7. While Agent is a secured party assignee, it shall have no obligation or responsibility to protect or defend the Trademarks and Pledgor shall, at its own expense, protect,

defend and maintain the same. If Pledgor fails to comply with the foregoing, Agent may do so in its own name or in Pledgor's name, but at Pledgor's expense.

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

ATTEST

MAIN TAPE COMPANY, INC.

BY: [Handwritten Signature]

Name: Edward F. Day, Jr.  
Title: Executive Vice President

By: [Handwritten Signature]

Name: Daniel L. Pomerleau  
Title: President

ACCEPTED AND AGREED TO:

PNC BANK, N.A.

By: [Handwritten Signature]

Name: Peter Mardaga  
Title: Vice President

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MIDDLESEX :

BE IT REMEMBERED, that on this 7<sup>th</sup> day of May, 1999, before me, the undersigned notary public of the State of New Jersey, personally appeared Daniel L. Pomerleau who acknowledged himself to be the President of **MAIN TAPE COMPANY, INC.**, a New Jersey corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as President.

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

By [Handwritten Signature]  
Notary Public

My Commission Expires:  
JOSEPHINE R. GRIFFIN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG 28, 2001

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