

04-13-2000



OFF/FINANCE

101319966

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

3-3-00

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

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  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

04/13/2000 TTON11 00000074 500706 1094983 FOR OFFICE USE ONLY

01 FC:401 40.00 CH  
02 FC:402 525.00 CH

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

**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)**

**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.

Dana Rosen, Esq.

*Dana Rosen*

3/2/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**Conveying Party**

Enter Additional 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**

Enter Additional 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 the Assignment)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

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2112839	2114635	2183973
1094983	1193545	1176236
1205306	1328189	2029148
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AMENDED AND RESTATED AGREEMENT  
(Trademark)

THIS AMENDED AND RESTATED AGREEMENT (TRADEMARK), dated as of December 16, 1999 (this "Agreement"), between SHAPE INC., a Delaware corporation (the "Company") and THE BANK OF NEW YORK, a New York banking corporation (the "Collateral Agent");

W I T N E S S E T H:

WHEREAS, pursuant to that certain Agreement (Trademark), dated July 10, 1996 (as amended through, but not including the date hereof) by and among the Company and the Collateral Agent (the "Existing Agreement (Trademark)") the Company granted the Collateral Agent for the benefit of the Purchasers (as defined below) a continuing first priority lien on and security interest in certain collateral as described therein (the "Existing Trademark Collateral"); and

WHEREAS, pursuant to that certain Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and among the Company, Shape Global Technology Inc., a Delaware corporation ("Global"), Shape Technology Inc., a Delaware corporation ("Holding"), Optima Precision Inc., a Massachusetts corporation ("Optima", and together with the Company, Global and Holding, the "Shape Companies") and the holders of the debt securities and equity interests in such entities as listed on Schedules I through XIII to the Restructuring Agreement, the Company and other parties thereto have agreed to undertake the restructuring and other transactions described in the Restructuring Agreement; and

WHEREAS, pursuant to the Restructuring Agreement the Company and its ultimate parent company, Global, have entered an Amended and Restated Note Purchase Agreement, dated as of the date hereof (as amended or supplemented from time to time, the "Note Agreement"), with the purchasers referred to in each such agreement (collectively, the "Purchasers"), providing for the issuance of \$17,700,000 aggregate principal amount of the Company's Floating Rate Senior Secured Notes due November 30, 2003 (the "Notes") to the Purchasers;

WHEREAS, pursuant to the Restructuring Agreement and in connection with the Note Agreement, the Company has executed and delivered an Amended, Restated and Consolidated Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as provided in the Restructuring Agreement, the Company ratified, confirmed, and continued in full force and effect the security interests in and

liens upon the Existing Trademark Collateral, to the same extent and in the same order of priority as exist prior to the date hereof; and

WHEREAS, pursuant to and in connection with the Restructuring Agreement, (and as a condition to the obligation of the Purchasers to enter into the Exchange as defined in the Note Agreement), the Company and the Collateral Agent have agreed to amend and restate the Existing Agreement (Trademark), including the exhibits and schedules thereto, as of the date hereof, to read in their entirety as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees that the Existing Agreement (Trademark) shall be ratified, amended and restated its entirety as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Grant and Ratification of Security. As security, ratably and without preference or priority, for the prompt payment of all amounts of principal of and interest on the Notes, when the same shall become due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise, and for the payment of all other sums due and payable under the Notes or under the Note Agreement and for the due performance by the Company and by Shape of each term, provision and condition of the Notes and the Note Agreement and all costs, including, without limitation, attorneys' fees (to the extent permitted by applicable law), incurred in perfecting, protecting and enforcing the foregoing (all of the foregoing being referred to herein as the "Obligations"), the Company does hereby mortgage, pledge and assign to the Collateral Agent for the benefit of the Purchasers, and grant to the Collateral Agent a continuing first priority security interest in, all of the following property (the "Trademark Collateral"), whether now or hereafter owned, acquired or existing (and hereby ratifies, confirms and continues in full force and effect the security interest granted to the Collateral Agent pursuant to the Existing Agreement (Trademark)):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, design and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all of the Company's right, title and interest in all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment in full of all Obligations, the Collateral Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

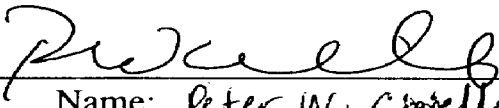
5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Related Document, etc. This Agreement is executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be

**EXECUTION COPY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SHAPE INC., a Delaware corporation

By:   
Name: Peter W. Ciriello  
Title: President + CEO

7 Shape Drive  
Kennebunk, Maine 04043-1640  
Attention: Peter W. Ciriello

Fax: (207) 985-2105

THE BANK OF NEW YORK, a New York banking corporation, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

101 Barclay Street - 12E  
New York, New York 10286  
Attention: Corporate Trust  
Department—Mortgage Backed  
Securities Unit

Telephone: 212-815-2312  
Fax: 212-815-5309

**EXECUTION COPY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SHAPE INC., a Delaware corporation

By: \_\_\_\_\_

Name:

Title:

7 Shape Drive  
Kennebunk, Maine 04043-1640  
Attention: Peter W. Ciriello

Fax: (207) 985-2105

THE BANK OF NEW YORK, a New York banking corporation, as Collateral Agent

By:  \_\_\_\_\_

Name: ROBERT P. MULLER  
Title: Assistant Vice President

101 Barclay Street - 12E  
New York, New York 10286  
Attention: Corporate Trust  
Department—Mortgage Backed  
Securities Unit

Telephone: 212-815-2312

Fax: 212-815-5309



NOTARIAL ACKNOWLEDGMENT

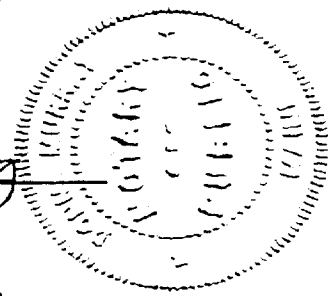
COUNTY OF NEW YORK )

: ss.:

STATE OF NEW YORK )

I, Donna Murray, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Peter W. Ciriello personally known to me to be an officer of Shape Global Technology Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as President + CEO of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Donna Murray  
Notary Public



DONNA MURRAY  
Notary Public, Maine  
My Commission Expires June 19, 04

**ITEM A****Foreign Trademarks**

See Schedule I.

**Registered Trademarks**

<b><u>Reg No. or App. No.</u></b>	<b><u>Mark</u></b>	<b><u>Status</u></b>	<b><u>Owner</u></b>	<b><u>Issue or Filing Date</u></b>	<b><u>Other</u></b>
1,094,983	Shape	registered	Shape Inc.	7/4/78	
1,193,545	Videobox (& Logo)	registered	Shape Inc.	4/13/82	
1,176,236	Multistand (& Design)	registered	Shape Inc.	11/3/81	
1,205,306	Back Pack	registered	Shape Inc.	8/17/82	
1,328,189	Shape Mark 10	registered	Shape Inc.	4/2/85	
1,432,816	Mark 10	registered	Shape Inc.	3/17/87	
1,881,208	Global Zero & Design	registered	Shape, Inc.	2/28/95	
1,953,501	Gold Premium	registered	Shape Inc.	1/30/96	
1,808,383	DESIGN (Two Circles)	registered	Shape Inc.	11/30/93	
1,841,221	G-Zero	registered	Shape, Inc.	6/21/94	
1,808,362	Global Zero	registered	Shape, Inc.	11/30/93	
2,029,148	Commlink	registered	Shape Inc.	1/7/97	
2,112,839	S(logo)	registered	Shape Inc.	11/11/97	
2,114,635	Shape-Shaping Global Technology (plus logo)	registered	Shape Inc.	11/18/97	

<u>Reg No. or App. No.</u>	<u>Mark</u>	<u>Status</u>	<u>Owner</u>	<u>Issue or Filing Date</u>	<u>Other</u>
2,183,973	S(logo)	registered	Shape Inc.	8/25/98	

**Pending Trademark Applications**

<u>Reg No. or App. No.</u>	<u>Mark</u>	<u>Status</u>	<u>Owner</u>	<u>Issue or Filing Date</u>	<u>Other</u>
75/250,138	Digital Versatile Case DVD	pending	Shape Inc.		

**ITEM B**

**Trademark Licenses**

None.

Schedule I

Page 1 of 5

Status Report of U.S. and International  
Trademark Registrations/Applications

202 434 1501

13

Taiwan

Hong Kong

Italy

Germany

Spain

France

Singapore

U.K.

Mexico

Canada

U.S.

Goods

Appl. No.

Reg. No. Issue Date

S&H Docket

Mark

202 434 1501

202 434 1501 P.13/17

STROS & HULSEY

18:05

TRADEMARK  
REEL: 002049 FRAME: 0468

Cassettes, etc. Piling renewed

Cassettes, etc. Renewal due 5/8/11

Cassettes, etc. Renewal due 2/11/00

Machinery for assembling cassettes, etc. (could not obtain registration for cassettes per se) Renewal due 5/19/03

Machinery for assembling cassettes, etc. (could not obtain registration for cassettes per se) Renewal due 5/28/03

REC 10 1999 18:06

Taiwan

Hong Kong

Italy

Germany

Spain

France

Singapore

U.K.

Mexico

Canada

U.S.

Goods

Appl. No.

Reg. No. Issue Date

S&H Docket

Mark

(2)

Cassette Storing Container

Standa for Storing Cassette Boxes

Cassette Storage Container Assembly

Audio/Video Tape Cassette

Audio/Video Tape Cassette

Audio/Video Tape Cassette

Audio/Video Tape Cassette

VIDEO BOX (plus design)

MULTISTAND (stylized)

BACK PACK

SHAPE MARK

Renewal due 4/13/02

Renewal due 11/3/01

Renewal due 8/17/02

Renewal due 4/2/05

Renewal due 4/25/01

Renewal due 4/13/05

Renewal due 4/13/01

1,193,545

1,176,216

1,205,306

1,328,189

313,616

1,221,856

4902/84

60,2006 U.S.

60,2008 U.S.

60,2010 U.S.

60,2019 U.S.

60,2019 Canada

60,2019 U.K.

60,2019 Singapore

151

Mark Sd/I Docket Reg. No. Issue Date Appln. No. Goods U.S. Canada Mexico U.K. Singapore France Spain Germany Italy Hong Kong Taiwan

SHANE & HILSEY

MARK 10

60.2019

France

1,290,004

60.2019

Spain

1,176,967

60.2019

Germany

1,088,377

60.2019

Italy

697,992

60.2019

Hong Kong

463 of 1987

Audio/Video  
Tape Cassette

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Renewal Due  
7/9/04

Renewal Due  
11/5/00

Renewal due  
6/28/04

Renewal due  
7/26/04

Renewal due  
4/13/05

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Renewal due  
7/26/04

Renewal due  
4/13/05

91

Taiwan

Hong Kong

Italy

Germany

Spain

France

Singapore

U.K

Mexico

Canada

U.S.

Goods

Appln. No.

Reg. No. Issue Date

S&H Docket

Mark

Blank Video Cassettes

Audio/ Video Tape Casettes

Containers for Computer Accessories, Namely Containers for Telephone Line

Containers for Computer Accessories, Namely Containers for Telephone Line

Containers for Computer Accessories, Namely Containers for Telephone Line

Containers for Computer Accessories, Namely Containers for Telephone Line

1,953,501

1,432,816

2,029,148

785,533

535,058

955,706

60.2020

60.2026

60.2038 U.S.

60.2038 Canada

60.2038 Mexico

60.2038 France

GOLD PREMIUM

MARK 10

COMMLINK

COMMLINK

COMMLINK

COMMLINK

Renewal due 1/29/02

Renewal due 3/17/07

Renewal due 1/6/03

Statement of Use due 9/6/99

Renewal due 6/23/05

Renewal due 6/22/05

(7)

Taiwan

Hong Kong

Italy

Germany

Spain

France

Singapore

U.K

Mexico

Canada

U.S.

Goods

Appl. No.

Reg. No. Issue Date

S&H Docket

Mark

Containers for Computer Accessories, Namely Containers for Telephone Line

392 261 168

60.2038  
Germany

COMLINK

Containers for Computer Accessories, Namely Containers for Telephone Line

748, 761

60.2038  
Taiwan

SHARP- SHARPING GLOBAL TECHNOLOGY (plus logo)

Renewal due 2/15/07

2, 114, 635

60.2044

Cassettes, Containers, etc.

Renewal due 6/30/05

2, 112, 839

60.2045

S and Globe logo

Renewal due 8/15/03

75/ 250,138

60.2047

DIGITAL VERSATILE CASR - DVC

Renewal due 8/25/04

2, 183, 973

60.2048

S and Globe logo

Statement of Use due 9/1/99

Containers for Computer Accessories, Namely Containers for Compact Disc

Containers for Computer Accessories, Namely Containers for Molding for Others