

04/13/00

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

05-05-2000

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



APR 13 PM 3:26

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OPR/FINANCE 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  
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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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.)

FOR OFFICE USE ONLY

05/05/2000 BCDATES 00000305-033120 75265106

01 FC:481  
02 FC:482 40.00 CH

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: 002066 FRAME: 0789

**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 checked="" type="checkbox"/>	<input type="text" value="75-265106"/>	<input type="text" value="75-379446"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

John R. Rafter, Reg. No. 28,533

Name of Person Signing

Signature

April 7, 2000

Date Signed

FORM PTO-1594

(Rev. 6-93)

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

MRV  
9-15-99



101150403

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents, Trademarks, and Copyrights. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

EAGLE ELECTRIC MANUFACTURING CO., INC.  
45-31 Court Square  
Long Island City, NY 11101

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State New York  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Fleet Bank N.A.

Internal Address: \_\_\_\_\_

Street Address: 1125 Route 22 West

City: Bridgewater State: NJ ZIP: 08807

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: May 12, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
75-265106 (Eagle Electric)  
75-379446 (Nite Beam)

B. Trademark Registration No.(s)

Additional numbers attached:  Yes  No

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

Name: Linda K. Connolly, Esq.

Internal Address: c/o Pitney, Hardin, Kipp & Szuch

Street Address: P.O. Box 1945

City: Morristown State: NJ ZIP: 07945

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41),..... \$65.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

09/17/1999 MTH011 00000276 75265106

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

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.                      Linda K. Connolly                      9/7/99  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 5

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

**RELEASE OF SECURITY INTEREST  
IN TRADEMARK APPLICATIONS**

WHEREAS, by a Pledge of Trademark Applications as Security dated as of May 12, 1999, recorded in the United States Patent and Trademark Office on September 15, 1999 at Reel 001960, Frame 0131, Eagle Electric Manufacturing Co., Inc., a New York corporation ("Assignor") assigned to and granted to Fleet Bank, N.A. ("Assignee") a security interest in all right, title and interest of Assignor in and to the trademark applications therefor listed on Schedule A annexed hereto.

WHEREAS, the parties have agreed that for good and valuable consideration Assignee's security interest in the trademark applications therefor listed on Schedule A annexed hereto are to be relinquished, released and discharged and such good and valuable consideration has been received by Assignee; and

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignee hereby relinquishes, releases and discharges its security interest in the trademark applications therefor listed on Schedule A annexed hereto.

IN WITNESS WHEREOF, the parties have caused this Notice of Release of Security Interest in Trademark Applications to be duly executed as of March 17, 2000.

FLEET BANK, N.A., Agent

By: 


Antanas Liobis, Agent

State of New Jersey )

) ss:

County of Somerset )

On the 17<sup>th</sup> day of March in the year 2000 before me personally came Antanas Liobis to me known, who, being by me duly sworn, did depose and say that he is a vice president of Fleet Bank, N.A., the banking association organized and existing under the laws of the United States of America described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said banking association.

  
Notary Public Linda K. Connolly  
Attorney at Law  
State of New Jersey

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

**PLEDGE OF TRADEMARK APPLICATIONS AS SECURITY**

This Pledge of Trademark Applications as Security ("Pledge") made this 12 day of May, 1999, by **EAGLE ELECTRIC MANUFACTURING CO., INC.**, a corporation of the State of New York, having its principal place of business at 45-31 Court Square, Long Island City, New York 11101 ("Borrower"), and delivered to **FLEET BANK, N.A.**, a banking association organized and existing under the laws of the United States of America, having a location at 1125 Route 22 West, Bridgewater, New Jersey 08807, as Agent to the Lenders ("Agent").

**WITNESSETH:**

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

**WHEREAS**, Borrower 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 Borrower ("Loan Agreement") pursuant to which loans and advances may be made by Agent to Borrower (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 Borrower to Agent related thereto.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual promises herein contained, Borrower 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 to therein the Loan Agreement):

1. To secure the Loan and all other obligations of Borrower to Agent related thereto, Borrower 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. Borrower 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 Borrower nor a licensee of Borrower 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, Borrower 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 Borrower 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, Borrower 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 security agreements now or hereafter entered into between Borrower 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 Borrower's default hereunder or under the security agreements, Borrower hereby authorizes and empowers Agent to constitute and appoint any officer or agent of Agent as Agent may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact with the power to assign to others all Borrower's right, title and interest in and to the Trademarks and, as appropriate, endorse Borrower'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. Borrower 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 Borrower 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 under the Loan Agreement.
6. Upon Borrower's performance of all of its obligations under the Loan Agreement and full payment and satisfaction of the Loan and all of Borrower's liabilities to Agent related thereto, Agent shall execute and deliver to Borrower 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 Borrower 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 Borrower shall, at its own expense, protect, defend and maintain the same. If Borrower fails to comply with the foregoing, Agent may do so in its own name or in Borrower's name, but at Borrower's expense.

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

EAGLE ELECTRIC MANUFACTURING CO., INC.

By: [Signature]  
Russell V. Davis, Vice President

ACCEPTED AND AGREED TO:

FLEET BANK, N.A.

By: [Signature]  
Name: Michael J. Byrne  
Title: Vice President

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

BE IT REMEMBERED, that on this 12 day of May, 1999, before me, the undersigned notary public of the State of New Jersey personally appeared Russell V. Davis who acknowledged himself to be the Vice President of EAGLE ELECTRIC MANUFACTURING CO., INC., a Delaware corporation, and that he as such Vice 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 Vice President.

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

By [Signature]  
Notary Public  
My Commission Expires:

JUDY K. HAMN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 21, 2002

**SCHEDULE A**

**U.S. Trademark Applications**

<i>Trademark Application Serial No.</i>	<i>Trademark</i>
75-265106	EAGLE ELECTRIC
75-379446	NITE BEAM