

05-05-2000

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OPR/FINANCE

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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 Release of Security Interest

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name FLEET BANK, N.A.

Execution Date
Month Day Year
3/17/00

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name EAGLE ELECTRIC MANUFACTURING CO., INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4531 Court Square

Address (line 2) _____

Address (line 3) Long Island City NY 11101

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization NY

05/06/2000 DC0ATES 00000036 033120 75265106

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 25.00 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 (713) 209-8630

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.

#

8

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"/>	75-265106	75-379446
<input type="checkbox"/>		
<input type="checkbox"/>		

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

AMOUNT DUE

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:

#

033120

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.

Darin H. Duphorne Reg. No. 39,506

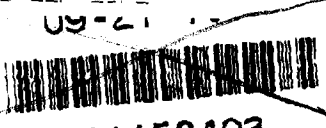
Name of Person Signing

Signature

April 11, 2000

Date Signed

MRV
9-15-99



101150403

To the Honorable Commissioner of Patents and Trademarks. 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 _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 12, 1999

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

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 KTHALL 0000276 75265106
 01 FC:481 40.00 DP
 02 FC:182 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

SCHEDULE A

U.S. Trademark Applications

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

RELEASE OF SECURITY INTEREST
IN TRADEMARK APPLICATIONS

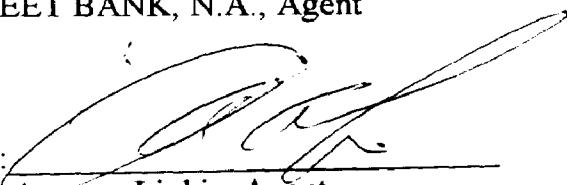
WHEREAS, by a Pledge of Trademark Applications as Security dated as of May 12, 1999, recorded in the United States Patent and Trademark Office on September 15, 1999 at Reel 001960, Frame 0131, Eagle Electric Manufacturing Co., Inc., a New York corporation ("Assignor") assigned to and granted to Fleet 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.

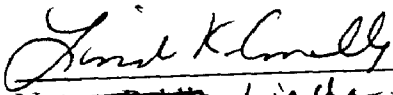
IN WITNESS WHEREOF, the parties have caused this Notice of Release of Security Interest in Trademark Applications to be duly executed as of March 17, 2000.

FLEET BANK, N.A., Agent

By: 
Antanas Liobis, Agent

State of New Jersey)
County of Somerset) ss:

On the 17th 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.



UNITED STATES DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

NOVEMBER 26, 1999

PTAS



101150403A

PITNEY, HARDIN, KIPP & SZUCH
 LINDA K. CONNOLLY, ESQ.
 P.O. BOX 1945
 MORRISTOWN, NJ 07945

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/15/1999

REEL/FRAME: 001960/0131
 NUMBER OF PAGES: 5

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
 EAGLE ELECTRIC MANUFACTURING CO.,
 INC.

DOC DATE: 06/12/1999
 CITIZENSHIP: NEW YORK
 ENTITY: CORPORATION

ASSIGNEE:
 FLEET BANK, N.A.
 1125 ROUTE 22 WEST
 BRIDGEWATER, NEW JERSEY 08807

CITIZENSHIP:
 ENTITY: ASSOCIATION

APPLICATION NUMBER: 75265106
 REGISTRATION NUMBER:

FILING DATE: 03/27/1997
 ISSUE DATE:

MARK: EAGLE ELECTRIC
 DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

001960/0131 PAGE 2

APPLICATION NUMBER: 75379446
REGISTRATION NUMBER:

FILING DATE: 10/27/1997
ISSUE DATE:

MARK: NITE-BEAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS