

05-08-2000



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Executive Greetings, Inc.  
120 Industrial Park Access Road  
New Hartford, Connecticut 06057

A Delaware corporation

2. Name and address of receiving party:

Fleet National Bank,  
formerly known as BankBoston, N.A., as Agent  
81 West Main Street  
Waterbury, Connecticut 06702

A national banking association

3. Nature of conveyance: security agreement

Execution date: March 28, 2000

4. Application numbers or registration numbers:

A. Trademark application numbers:

See Attached Schedule A

05/05/2000 BCDATES 00000139 793681

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

CTDOCS2:1362577.1

TRADEMARK  
REEL: 002068 FRAME: 0037

B. Trademark registration numbers:

See Attached Schedule B

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

Daniel I. Papermaster, Esq.  
Bingham Dana LLP  
100 Pearl Street  
Hartford, Connecticut 06103

6. Total number of applications and registrations involved: 4

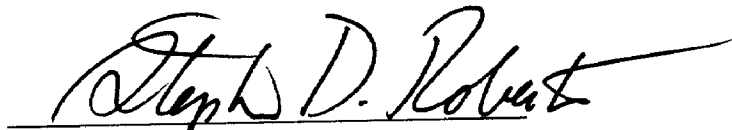
7. Total fee enclosed: \$115.00

8. Deposit account number: [Not applicable]

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.

EXECUTIVE GREETINGS, INC.



Stephen D. Roberts  
Executive Vice President

Date: March 28, 2000

Total number of pages comprising cover sheet (including attached Schedules): 14

Schedule A

Trademark Application Numbers  
(Continuation of Item 4A)

Trademark  
or  
Service Mark

Pending Applications –  
United States Patent and Trademark Office  
Serial No.                      Filing Date

None

Schedule B

Trademark Registration Numbers  
(Continuation of Item 4B)

Trademark  
or  
Service Mark

Registrations --  
United States Patent and Trademark Office

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
RAINBOW	795,681	09/07/65
SA-SO	1,401,692	07/15/86
SA-SO & DESIGN	1,962,936	03/19/96
TRAFICPRO	2,147,719	03/31/98

**SUPPLEMENTAL TRADEMARK  
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**EXECUTIVE GREETINGS, INC.**

This **SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement"), dated as of March 28, 2000, is by and between **EXECUTIVE GREETINGS, INC.**, a Delaware corporation, having its principal place of business at 120 Industrial Park Access Road, New Hartford, Connecticut 06057 (the "Assignor"), and **FLEET NATIONAL BANK** (formerly known as **BANKBOSTON, N.A.**), a national banking association, having an office at 81 West Main Street, Waterbury, Connecticut 06702, as administrative agent (hereinafter, in such capacity, the "Agent") for itself and other banking institutions (hereinafter, collectively, the "Banks") which are, or may in the future become parties to a Revolving Credit and Term Loan Agreement dated as of September 9, 1999 among the Assignor, the Banks and the Agent (as amended and in effect from time to time, the "Credit Agreement").

**RECITALS**

**WHEREAS**, the Assignor executed and delivered to the Agent, for the benefit of the Banks and the Agent, a certain Security Agreement dated as of September 9, 1999 (the "Assignor Security Agreement") pursuant to which the Assignor granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of the Assignor's assets, including, without limitation, all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

**WHEREAS**, in connection with the transactions contemplated by the Assignor Security Agreement, the Assignor and the Agent entered into a Trademark Collateral Security and Pledge Agreement dated as of September 9, 1999 (the "Assignor Trademark Security Agreement") pursuant to which the Assignor granted to the Agent, for the benefit of the Banks and the Agent, a security interest in and lien on all of the Assignor's Pledged Trademarks, as such term is defined in the Assignor Trademark Security Agreement;

**WHEREAS**, the Assignor Trademark Security Agreement was filed with the United States Patent and Trademark Office (the "PTO") on October 28, 1999 (Reel/Frame Number 1982/0575);

**WHEREAS**, SA-SO Company, a Texas Corporation ("SA-SO"), was acquired by the Assignor on November 17, 1999;

**WHEREAS**, pursuant to a Guaranty dated as of November 17, 1999, SA-SO unconditionally and jointly and severally guaranteed the prompt payment and performance of all of the obligations, liabilities and indebtedness of the Assignor to the Agent and Banks;

**WHEREAS**, SA-SO has executed and delivered to the Agent, for the benefit of the Banks and the Agent, a certain Security Agreement dated as of November 17, 1999 (the "SA-SO Security Agreement") pursuant to which SA-SO granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of SA-SO's assets, including, without limitation, all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Obligations;

**WHEREAS**, in connection with the transactions contemplated by the SA-SO Security Agreement, SA-SO and the Agent entered into a Trademark Collateral Security and Pledge Agreement dated as of November 17, 1999 (the "SA-SO Trademark Security Agreement") pursuant to which SA-SO granted to the Agent, for the benefit of the Banks and the Agent, a security interest in and lien on all of SA-SO's Pledged Trademarks, as such term is defined in the SA-SO Trademark Security Agreement;

**WHEREAS**, the SA-SO Trademark Security Agreement was filed with the United States Patent and Trademark Office (the "PTO") on December 6, 1999 (Reel/Frame Number 1996/0053);

**WHEREAS**, as a result of a merger of SA-SO with and into Assignor effective on January 1, 2000, the Assignor has adopted the trademarks and has filed or made the trademark applications set forth on Schedule A hereto (such trademarks and trademark applications being collectively referred to herein as the "Supplemental Trademarks"), all subject to the security interest and lien in favor of the Agent, for the benefit of the Banks and Agent pursuant to the terms of the SA-SO Security Agreement and the SA-SO Trademark Security Agreement;

**WHEREAS**, pursuant to and in fulfillment of the parties' obligations under the Assignor Security Agreement and the Assignor Trademark Security Agreement, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the Agent, for the benefit of the Banks and the Agent, of a security interest in the Supplemental Trademarks, the Trademark rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Trademark license rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark License Rights"), and the proceeds associated with or related to the Supplemental Trademarks (the "Supplemental Proceeds") (the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Trademark License Rights and Supplemental Proceeds are collectively referred to herein as the "Supplemental Trademark Collateral"), and the Assignor's collateral future assignment to the Agent of the Supplemental Trademark Collateral, all as contemplated by the Assignor Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth in the Assignor Security Agreement and the Assignor Trademark Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Agent hereby agree as follows:

**§1. DEFINITIONS.** All capitalized terms used herein without definition, including, without limitation, the term "Obligations", shall have the respective meanings provided therefor in the Credit Agreement, Assignor Security Agreement and the Assignor Trademark Security Agreement.

**§2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

**§2.1. Grant of Security Interest; Assignment of Marks.** As collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Credit Agreement), the Assignor hereby grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Supplemental Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Trademark Collateral to the Agent, for the benefit of the Banks and the Agent. In addition, the Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper

exercise of the Agent's remedies under this Agreement, the Assignor Trademark Security Agreement and the Assignor Security Agreement. The Agent will give prompt notice of any such completion and recording of any Assignment of Marks pursuant to this Section 2.1.

**§2.2. Collateral Assignment.** In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Trademark Collateral provided in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Banks and the Agent (and confirms its grant, assignment, transfer and conveyance to the Agent, for the benefit of the Banks and the Agent pursuant to the Assignor Trademark Security Agreement), by way of collateral security, the Assignor's entire right, title and interest in and to the Supplemental Trademark Collateral, provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of amounts outstanding is automatic under the Debt Agreements or upon the sale or other disposition of or foreclosure upon the Supplemental Trademark Collateral pursuant to the Assignor Security Agreement or Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Supplemental Trademark Collateral by the Assignor). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". THE AGENT ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

**§2.3. Rights and Remedies Upon Default.** If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Trademark Collateral, the Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Assignor Trademark Security Agreement with respect to the Trademark Collateral, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

**§2.4. Supplemental to Certain Agreements.** In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Trademark Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Assignor Security Agreement, the security interest of the Agent, for the benefit of the Banks and the Agent, in the Collateral (including the Supplemental Trademark Collateral) pursuant to the Credit Agreement, the Assignor Security Agreement, the Assignor Trademark Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Credit Agreement, the Assignor Security Agreement, the Assignor Trademark Security Agreement, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Trademark Collateral, (and any and all obligations of the Assignor with respect to the Supplemental Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent, for the benefit of the Banks and the Agent, (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Credit Agreement, the Assignor Security Agreement and the Assignor Trademark Security Agreement. The Credit Agreement, the Assignor Security Agreement, the Assignor Trademark Security Agreement, and all rights and interests of the Agent, for the benefit of the Banks and the Agent, in and to the Collateral (including the Supplemental Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

### **§3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**§3.1.** Schedule A to the Assignor Trademark Security Agreement (the "Original Schedule A"), is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that, together, the Original Schedule A and the New Schedule A constitute a true and complete list of all United States Trademarks, all Licensed Trademarks, the owners thereof, and the license or other agreements pursuant to which the Assignor has the right to utilize the Licensed Trademarks.

**§3.2.** The term "Trademarks", as defined and used in the Assignor Trademark Security Agreement, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Proceeds and the Supplemental Trademark Collateral.

**§3.3.** The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in Section 3 of the Assignor Trademark Security Agreement, are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Trademarks and the Supplemental Trademark Collateral with the same force and effect as though set forth herein in their entirety.

**§3.4.** All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Trademarks (including without limitation the Supplemental Trademark Collateral) or any portion thereof, as set forth in the Assignor Trademark Security Agreement and the Assignor Security Agreement, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Trademarks (including without limitation the Supplemental Trademark Collateral) with the same force and effect as though set forth herein in their entirety.

**§4. OTHER TERMS AND CONDITIONS OF THE ASSIGNOR TRADEMARK SECURITY AGREEMENT.** This Agreement incorporates by reference all other terms and conditions contained in the Assignor Trademark Security Agreement to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety.

[Signature page follows]



IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement as of the date first set forth above.

EXECUTIVE GREETINGS, INC.

By: Stephen D. Roberts  
Title: Executive Vice President

FLEET NATIONAL BANK formerly known as BANKBOSTON, N.A, as Agent

By: Donald W. Feter  
Title: VICE PRESIDENT

STATE OF CONNECTICUT )  
COUNTY OF Litchfield ) ss.:

Before me, the undersigned, this 28<sup>th</sup> day of March, 2000, personally appeared Stephen D. Roberts, known to me to be the Exec. Vice President of Executive Greetings, Inc., signer of the foregoing instrument, and that he as such officer, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

Josephine F. English  
Notary Public  
My commission expires: 4/30/03

Schedule A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations	
	<u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
RAINBOW	795,681	09/07/65
SA-SO	1,401,692	07/15/86
SA-SO & DESIGN	1,962,936	03/19/96
TRAFICPRO	2,147,719	03/31/98

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications	
	<u>United States Patent and Trademark Office</u> <u>Serial No.</u>	<u>Filing Date</u>
None		

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Executive Greetings, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 120 Industrial Park Access Road, New Hartford, Connecticut 06057 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

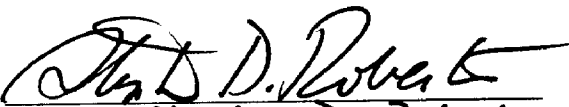
WHEREAS, FLEET NATIONAL BANK (formerly known as BANKBOSTON, N.A.), as Agent, a national banking association, having a place of business at 81 West Main Street, Waterbury, Connecticut 06702 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

EXECUTIVE GREETINGS, INC.

By:   
Name: *Stephen D. Roberts*  
Title: *Executive Vice President*

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FLEET NATIONAL BANK, formerly known as  
BANKBOSTON, N.A., as Agent

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

STATE OF Connecticut )  
 ) ss.:  
COUNTY OF Litchfield )

Before me, the undersigned, this 28<sup>th</sup> day of March, 2000, personally appeared Stephen D. Roberts known to me to be the Exec. Vice President of Executive Greetings, Inc., signer of the foregoing instrument, and that he as such officer, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

Josephine F. English

Notary Public  
My commission expires: 4/30/03

ANNEX

Trademarks and Trademark Registrations

Trademark  
or  
Service Mark

Registrations –  
United States Patent and Trademark Office

Mark	Registration Number	Registration Date
RAINBOW	795,681	09/07/65
SA-SO	1,401,692	07/15/86
SA-SO & DESIGN	1,962,936	03/19/96
TRAFICPRO	2,147,719	03/31/98

Trademark  
or  
Service Mark

Pending Applications --  
United States Patent and Trademark Office  
Serial No.                      Filing Date

None.