

05-31-2000



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APR 13 PM 3:27  
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
  - 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 EAM ASSET MANAGEMENT CORP.

DBA/AK/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 702 Anchor Island

Address (line 2) \_\_\_\_\_

Address (line 3) Sanibel Island FL 33957

- 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 DE

05/31/2000 BCDATES 00000025 033120 75265104

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 825.00 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)		
<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2187070"/>	<input type="text" value="2178781"/>	<input type="text" value="2006087"/>
<input type="text" value="75/265104"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1956372"/>	<input type="text" value="1889633"/>	<input type="text" value="1736184"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1732602"/>	<input type="text" value="1648779"/>	<input type="text" value="1590692"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

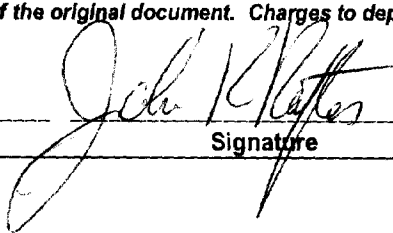
Method of Payment: Enclosed  Deposit Account

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  April 7, 2000

Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**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

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Trademark Application Number(s)

Registration Number(s)

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1435373	1426322	1173986
1103780	1048443	0878111
0838693	0765807	0739670
0738174	0697390	0695980
0682468	0671767	0663071
0653028	0649623	0649235
0584518	0549293	0526052

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Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

0392592

0342027

0231876

**RELEASE OF SECURITY INTEREST  
IN TRADEMARKS AND TRADEMARK APPLICATIONS**


WHEREAS, by a Pledge of Trademarks and 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 0140, EAM Asset Management Corp., a Delaware 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 trademarks and trademark applications therefor listed on Schedule A annexed hereto; and

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

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 trademarks and trademark applications therefor listed on Schedule A annexed hereto.

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

FLEET BANK, N.A., Agent

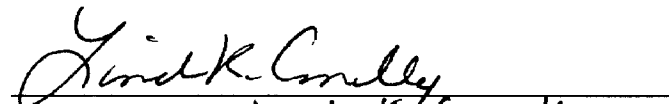
By:   
Antanas Liobis, Vice President

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

**SCHEDULE A****EAM INTELLECTUAL PROPERTY****U.S. Trademarks and Trademark Applications**

<i>Trademark Reg. No.</i>	<i>Trademark</i>
2,187,070	EAGLE
2,178,781	EAGLE ELECTRIC SHOP
2,006,987	WEATHERBOX
1,956,372	SURGEBLOC
1,889,633	E-Z KLAMP
1,736,184	JOB-PAK
1,732,602	SHELF-PAK
1,648,779	DINO NITE LITE
1,590,692	E-SMART
1,435,373	SUPER SPEC
1,426,322	EAGLE
1,173,986	ACADEMY
1,103,780	E-Z GROUND
1,048,443	SHOCK SENTRY
878,111	EAGLE
838,693	DIAL-A-LITE
765,807	DIMATROL
739,670	MOTOR-GARD
738,174	TOUCH-A-MATIC
697,390	SHO-PAK
695,980	SLO-LAG
682,468	E-Z WIRE
671,767	PERFECTION IS NOT AN ACCIDENT
663,071	SUPERIOR
653,028	NITE-BEAM
649,623	"OK"
649,235	EAGLE "OK"
584,518	EAGLE

Doc # 46645.1

<i>Trademark Reg. No.</i>	<i>Trademark</i>
549,293	GLOCOIL
526,052	EAGLE
392,592	"SEE THINGS IN A DIFFERENT LIGHT"
342,027	DESIGN
231,876	EAGLE PERFECTION IS NOT AN ACCIDENT

<i>Trademark Application Serial No.</i>	<i>Trademark</i>
75-265104	EAGLE

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 AND TRADEMARK APPLICATIONS AS SECURITY**

This Pledge of Trademarks as Security ("Pledge") made this 12<sup>th</sup> day of May, 1999, by **EAM ASSET MANAGEMENT CORP.**, a corporation of the State of Delaware, having its principal place of business at 702 Anchor Drive, Sanibel Island, Florida 33957 ("Pldgor"), 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**, 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 Eagle Electric Manufacturing Co., Inc. ("Eagle") ("Loan Agreement") pursuant to which loans and advances may be made by Agent to Eagle (hereinafter collectively referred to as the "Loan"), and

**WHEREAS**, Pledgor is guarantying the obligation of Eagle to Agent pursuant to a Continuing Unlimited Corporate Guaranty being executed contemporaneously herewith (the "Guaranty"); and

**WHEREAS**, Agent desires to acquire the Trademarks as security for the Guaranty 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 otherwise as 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 Eagle's performance of all of its obligations under the Loan Agreement and full payment and satisfaction of the Loan and all of Eagle'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,

