

09-01-2000



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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION
TRADE

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): 8-8-00

Merinta, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Chase Manhattan Bank, as Agent
Internal Address: _____
Street Address: 395 North Service Road
City: Melville State: NY ZIP: 11747

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State NY
 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 25, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

See Attached

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: Federal Research Corporation
Internal Address: _____

Street Address: 400 Seventh St NW
Suite 101
City: Washington State: DC ZIP: 20004

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)

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.

Lisa M. Vaccaro
Name of Person Signing Signature

Total number of pages including cover sheet, attachments, and document: 6 proch
Date: August 7, 2000

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

08/31/2000 KTHRI1 00000074 75911410

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002128 FRAME: 0701

SCHEDULE A
to Trademark Security Interest Agreement

<u>Serial Number or Trademark Number</u>	<u>Filing Date or Registration Date</u>	<u>Trademark</u>
75/911,410	02/07/2002	MERINTA
75/912,108	02/07/2002	MERINTA Design Only

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**TRADEMARK
SECURITY INTEREST AGREEMENT**

TRADEMARK SECURITY INTEREST AGREEMENT, dated as of May 25, 2000 ("Trademark Assignment Agreement") made by **MERINTA, INC.** (the "Assignor") to each of the Banks (as defined below) party to the Credit Agreement (as defined below) and **THE CHASE MANHATTAN BANK**, as collateral agent for the Banks (as defined below, the "Agent").

PRELIMINARY STATEMENTS

1. Reference is made to the Second Amended and Restated Credit Agreement and Guaranty, dated as of the date hereof (as amended, restated, supplemented or modified, from time to time, the "Credit Agreement"), among Assignor, the Banks (as defined therein), the Agent and the other Persons named therein.

2. Reference is made to the Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or modified, from time to time, the "Security Agreement") made by Assignor to Agent for the benefit of each of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks") granted to the Agent and the Banks a security interest in all the Trademarks.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor, having an address at 100 Marcus Boulevard, Hauppauge, New York 11788, intending to be legally bound, does hereby convey, transfer, assign and grant unto the Agent for the ratable benefit of the Banks, a security interest in all of its right, title and interest in and to each of the respective Trademarks together with the goodwill of the business symbolized by said Trademarks and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by the Agent for the ratable benefit of the Banks, until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, this Agreement has been executed as of the date above written.

MERINTA, INC.

By: Joseph Gardner
Name: Joseph Gardner
Title: Vice President

Approved and Accepted:

THE CHASE MANHATTAN BANK,
as Agent

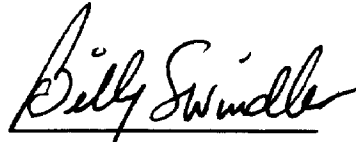
By: William DeMilt
Name: William DeMilt
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

25th day of May, 2000, personally appeared Joseph Gardner, who being by me duly sworn, deposes and says that he is the Vice President of MERINTA, INC., a Delaware corporation, and that he, as such Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act of such corporation as such Vice President.

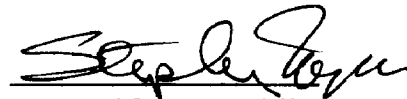
BILLY SWINDLER
Notary Public, State of New York
No. 01SW6010722
Qualified in Queens County
Commission Expires July 20, 2000


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

6 day of ~~May~~^{June}, 2000, personally appeared William DeMilt, who being by me duly sworn, deposes and says that he is a Vice President of The Chase Manhattan Bank, a New York banking corporation, and that he, as such Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as a Vice President.

STEPHEN ZAJAC
Notary Public, State of New York
No. 01ZA5020625
Qualified in Suffolk County
Commission Expires Nov. 22, 199
2001


Notary Public

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