

11-03-2000



101504433

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10-23-00

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
 Execution Date
 Month Day Year

Name

10 05 2000

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- 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

FOR OFFICE USE ONLY

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

413-272-2000

Name

Brian D. Harrington

Address (line 1)

Nicolai Law Group, P.C.

Address (line 2)

146 Chestnut Street

Address (line 3)

Springfield, MA 01103

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

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)

849,354

1,334,078

668,953

1,152,923

783-988

Number of Properties

Enter the total number of properties involved.

#

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

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:

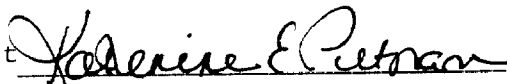
Yes

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.

Katherine E. Putnam, President



10/15/00

Name of Person Signing

Signature

Date Signed

**SECOND MODIFICATION OF PATENT COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

THIS SECOND MODIFICATION OF PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT is effective as of October 5, 2000, by and between REED-PRENTICE, LTD. f/k/a REED IP, INC., a Massachusetts corporation having a principal place of business at 380 Union Street, West Springfield, Massachusetts (hereinafter called "Mortgagor"), and FIRST MASSACHUSETTS BANK, N. A., successor by merger to FAMILY BANK, FSB, a Federally-chartered savings bank having its usual place of business at 1441 Main Street, Springfield, Massachusetts (hereinafter called "Mortgagee").

1. For valid consideration, each to the other paid, and in consideration of an Amended and Restated Revolving Demand Line of Credit Note in the principal amount of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS and an Amended and Restated Consolidation Note in the principal amount of FIVE HUNDRED FIFTY THOUSAND and 00/100 (\$550,000.00) DOLLARS both of even date, executed by PACKAGE MACHINERY COMPANY, INC. in favor of Mortgagee and guaranteed by the Mortgagor, the Mortgagor and the Mortgagee hereby agree and covenant that the Patent Collateral Security and Pledge Agreement (the "Agreement") dated December 29, 1998, as modified by First Modification Agreement dated February 11, 1999, is further modified by adding the following provision thereto:

The Obligations secured hereby shall include the Amended and Restated Revolving Demand Line of Credit Note of even date in the principal amount of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS, an Amended and Restated Consolidation Note of even date in the principal amount of FIVE HUNDRED FIFTY THOUSAND and 00/100 (\$550,000.00) DOLLARS, a Term Note dated July 24, 1996 in the present principal amount of FIFTY-SIX THOUSAND and 00/100 (\$56,000.00) DOLLARS, a Term Note dated July 24, 1996 in the present principal amount of THREE HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED and 00/100 (\$345,500.00) DOLLARS, and a Letter of Credit Agreement and Note dated April 14, 2000 in the present principal amount of ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED and 00/100 (\$107,800.00) DOLLARS; the payment and performance of all covenants and agreements herein; and the payment and performance of any and all charges, claims, debts, agreements, liabilities, and obligations of the Mortgagor, or if more than one, any of them, to the Mortgagee, all whether now existing or hereafter arising, and whether rising out of this present financial transaction or separate and related thereto, absolute or contingent, direct or indirect, and whether as maker, endorser,

guarantor, or otherwise; (all hereinafter in the aggregate called the 'Loans')."

It is the true, clear and express intention of the Mortgagor that the continuing grant of the Patent Collateral Security and Pledge Agreement remain as security and as collateral for payment and performance of all of the Obligations, whether now existing or which may hereinafter be incurred by future advances, or otherwise; and whether or not such Obligations are related to the transactions described herein or in the Agreement, by class, or kind, or whether or not contemplated by the parties at the time of the granting of the Patent Collateral Security and Pledge Agreement, or this Second Modification.

2. Any ambiguity, contradiction, or discrepancy as between the Patent Collateral Security and Pledge Agreement and this Agreement shall at all times be resolved by the Mortgagee in its sole and exclusive discretion.

3. The Patent Collateral Security and Pledge Agreement, except as expressly modified, shall remain in full force and effect, in its original tenor, and this instrument shall be incorporated in and become a part of said Agreement.

4. A counterpart of this Agreement shall be annexed to the said Agreement and made a part thereof.

Witness:

REED-PRENTICE, LTD. f/k/a
REED IP, INC.

B. D. L.

BY Katherine E. Putman
Its President

Witness:

FIRST MASSACHUSETTS BANK,
N. A.

Chris D. Roberts

BY M. Victoria Corvill
Its Vice President

EXHIBIT "A"

REED TRADEMARKS

MARK: REED

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Canada	154,615
France	1,393,977
Germany	840,613
United States	849,354

MARK: REED PRENTICE

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Argentina	772,550
Brazil	003,686,361
Ecuador	1059
Japan	541,004
South Africa	B75/2456
Spain	777,899
United States	668,953
Venezuela	52,829

MARK: DUPLIMATIC

United States	783,988
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MARK: REED CYCLE MASTER I

United States	1,334,078
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MARK: HYDRO-TOGGLE

United States	1,152,92
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Jamison J. Barr
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NICOLAI LAW GROUP, P.C.

BUSINESS LAW & LITIGATION

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Connecticut

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& Washington, D.C.

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Telephone: (413) 272-2000 • Facsimile: (413) 272-2010

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October 5, 2000

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Trademark Assignment and Trademark Security Agreement
Trademark Registration #s: 849,354
668,953
783,988
1,334,078
1,152,923


Dear Commissioner:

Enclosed for filing, please the Second Modification of the Trademark Security Agreement with respect to the same patents from Reed-Prentice, Ltd to First Massachusetts Bank, N.A., the cover sheet and the \$140.00 filing fee.

I am enclosing a copy of this letter together with a self-addressed, postage-paid envelope. I would appreciate your dating the copy of this letter with the date of receipt of the enclosed document and returning same to me at your earliest opportunity.

Thank you for your assistance in this regard.

Sincerely yours,



Brian D. Harrington

BDH/cbh
Enclosures