

12-12-2000



101547342

the attached original documents or copy thereof.

To the Honorable Commissione

1. Name of conveying party(ies):

CSPX, Inc.

- Individuals Association
General Partnership Limited Partnership
Corporate-State Massachusetts
Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other October 30, 2000

Execution Date:

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

1. 74/502371 (11/96)

B. Trademark Registration No.(s)

1. 734973 (2/15/61; Renewal 7/24/82)

Additional numbers attached? Yes No

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

Name: Jillian Erdos, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

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.

Danica Kubick
Name of Person Signing

Danica Kubick
Signature

October 30, 2000
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

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, CSPX, INC., a Massachusetts corporation, with a principal place of business at 135 Oak Hill Way, Brockton, MA 02304 (the "Company"), CPI, INC., a Massachusetts corporation, C.S. Pierce Acquisition Co., Inc., a Massachusetts corporation and SOVEREIGN BANK, a federal savings bank, with a place of business at 75 State Street, Boston, Massachusetts 02109 (the "Bank") have entered into an Intellectual Property Security Agreement dated October 30, 2000 (the "Security Agreement") and the Company and the Bank are also parties to a Credit Agreement dated as of October 30, 2000 by and between CSPX as the Borrower and the Bank as the Lender (the "Credit Agreement"); and

WHEREAS, the Company is the owner and user of the trademarks and the trademark applications and any trademarks issuing as a result thereof, listed on Schedule A hereto and identified in said Security Agreement (collectively referred to herein as, the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Credit Agreement), to execute and deliver, in the name

the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

CSPX, INC.

SOVEREIGN BANK

By: *[Signature]*  
Name: JOHN E. TWOY  
Title: President

By: *[Signature]*  
Its Vice President

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK )

Then personally appeared before me the above-named *John E. Twoy*, the *President* of CSPX, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 30th day of October, 2000.

*[Signature]*  
Notary Public *[Signature]*  
My commission expires: 1/13/06

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK )

Then personally appeared before me the above-named Mark Moran, the vice president of Sovereign Bank, and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 30th day of October, 2000.

  
\_\_\_\_\_  
Notary Public

My commission expires:

1/15/06

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No. / Reg. Date</u>
Holdtite	734973 / February 15, 1961; Renewal July 24, 1982

Marks with Pending Applications

<u>Marks</u>	<u>Application No. / Application Date</u>
Avanti	74/502371 / November 1996