

12.13.00
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101574231

To the Honorable Commissioner of Patents

ached original documents or copy thereof.

1. Name of conveying party(ies):
 Penn-Plax, Inc.
 720 Stewart Avenue
 Garden City, New York 11530

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: New York
 Other _____

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

2. Name and address of receiving party(ies):
 Name: IBJ Whitehall Business Credit Corporation
 Internal Address: _____
 Street Address: One State Street
 City: New York State: NY ZIP: 10004

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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 conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 17, 2000

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____
 Street Address: 400 Seventh Avenue, N.W., Suite 101
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$265⁰⁰
 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

Delores Taylor December 7, 2000
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 4

Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

01/04/2001 GT0N11 00000148 1576265

01 FC:481
02 FC:482

40.00 OP
225.00 OP

TRADEMARK
REEL: 002207 FRAME: 0165

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Penn-Plax, Inc., a corporation formed under the laws of New York, located at 720 Stewart Avenue, Garden City, New York 11530 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to IBJ Whitehall Business Credit Corporation ("IBJW") and various other financial institutions (collectively, "Lenders") and IBJW as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

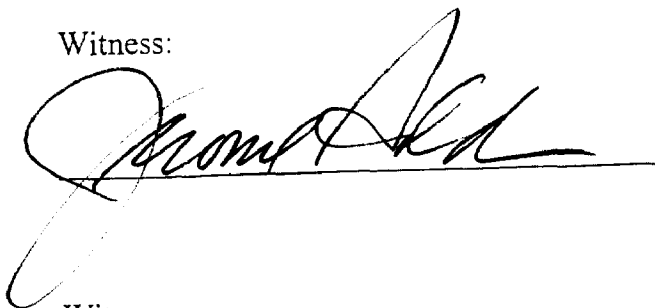
WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

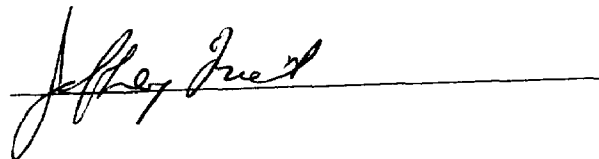
Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
November 17, 2000

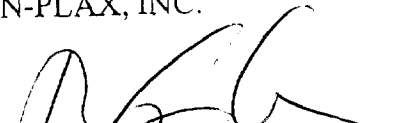
Witness:



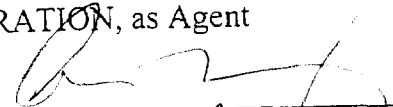
Witness:



PENN-PLAX, INC.

By: 
Name: Richard J. Robinson
Its: CEO

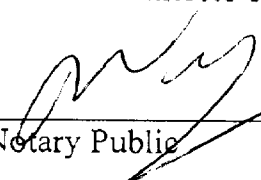
IBJ WHITEHALL BUSINESS CREDIT CORPORATION, as Agent

By: 
Name: Adam Moskowitz
Its: Vice President

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

NASSAU

On this 16 day of November, 2000, before me personally came Ricky Goldman, to me known, who, being by me duly sworn, did depose and say that s/he is the CEO of Penn-Plax, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



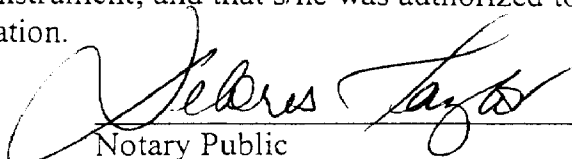
Notary Public

NOTARY PUBLIC
STATE OF NEW YORK

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

9/30/01

On this 17th day of November, 2000, before me personally came Adam Moskowitz, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of IBJ Whitehall Business Credit Corporation, the corporation described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said corporation.



Notary Public

DELORES TAYLOR
Notary Public, State of New York
No. 01TA6010553
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires July 20, 2002

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated November 11, 2000, by and between PENN-PLAX, INC. and IBJ WHITEHALL BUSINESS CREDIT CORPORATION, as Agent.

<u>Registration or Application Number</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Mark</u>
1,576,365	USA	1/9/90	Aqua Plant
1,459,991	USA	10/6/87	Bubble Wall
1,391,394	USA	4/29/86	Claws
1,360,399	USA	9/17/85	Clear-Free
1,360,145	USA	9/17/85	Daily-Double
963,783	USA	7/10/73	Penn-Plax
1,023,124	USA	10/21/75	Penn-Plax
1,274,789	USA	4/24/84	Penn-Plax
1,939,102	USA	12/5/95	S.A.M. and Design
1,577,829	USA	1/16/90	Small World