

01-16-2001



101583372

NRD 1/4/01

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- 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/AK/A/T/A

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

01/16/2001 DNGUYEN 00000161 1875377

01 FC:481 40.00 OP
02 FC:482 25.00 OP

FOR OFFICE USE ONLY

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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 type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1875377"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="806162"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

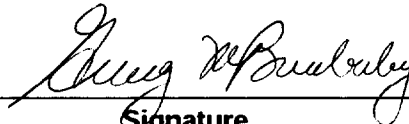
No

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.

George M. Borababy

Name of Person Signing



Signature

12/6/00

Date Signed

SECOND TRADEMARK MORTGAGE

THIS SECOND TRADEMARK MORTGAGE (this "Second Mortgage"), made as of the 23rd day of November 1999 by and between MEARTHANE PRODUCTS CORPORATION, a Rhode Island corporation and successor by merger to MPC Acquisition Corp., a Rhode Island corporation (the "Grantor"), and SEACOAST CAPITAL PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Seacoast"), individually and as agent for the benefit of Heller Financial, Inc. ("Heller"), under the terms of that certain Assignment and Assumption Agreement by and between Seacoast, as Assignor, and Heller, as Assignee made as of the 6th day of February 1998 (individually, and as such agent, the "Grantee").

WITNESSETH

WHEREAS, pursuant to a certain Note Purchase Agreement dated February 6, 1998 by and between Grantor (as successor by merger to MPC Acquisition Corp., a Rhode Island corporation and Grantee (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), Grantee has agreed to purchase from Grantor the Senior Subordinated Note, and to extend certain other financial accommodations to or for the benefit of Grantor; and

WHEREAS, pursuant to a certain Security Agreement dated February 6, 1998 between Grantee and Grantor (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Security Agreement") Grantor has granted to Grantee a continuing security interest in certain of Grantor's assets, including, without limitation, the Trademarks (as defined below);

WHEREAS, Grantee and Grantor entered into that certain Trademark Mortgage dated as of February 6, 1998 which was duly recorded in the United States Patent and Trademark Office on October 18, 1999, Reel/Frame 001976/0254 (the "First Mortgage");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Security Agreement; Note Purchase Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Senior Subordinated Obligations, Grantor hereby grants to Grantee, for the benefit of Grantee, and hereby reaffirms its prior

grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademark (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"). The grant of a security interest set forth herein is a supplement to, and not a replacement of, the first grant set forth in the First Mortgage.

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A hereto together with those Trademarks listed on Schedule A to the First Mortgage constitute all of the federally registered Trademarks now owned by Grantor. If, before the Senior Subordinated Obligations shall have been satisfied in full and the Security Agreement has been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Grantee prompt written notice thereof. Grantor hereby agrees that, upon Grantee's written request, Grantor will execute and deliver to Grantee one or more supplements to this Second Mortgage, each in form and content substantially similar to this Second Mortgage, in respect of any and all new federally registered Trademarks owned by Grantor.

4. Term. The term of the security interests granted herein shall extend until the Senior Subordinated Obligations have been paid in full and the Security Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. Grantor acknowledges and agrees that this Second Mortgage is not intended to limit or restrict in any way the rights and remedies of Grantee under the Note Purchase Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Grantee with respect to the Trademarks, whether established hereby, by the Note Purchase Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Second Mortgage shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS SECOND MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE MASSACHUSETTS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF MASSACHUSETTS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS SECOND MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECOND MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS SECOND MORTGAGE.


8. Subordination. The rights and remedies of the Grantee hereunder are subject and subordinate to the rights and remedies of Senior Lender pursuant to the terms of the Senior Subordination Agreement. The obligations and duties of Grantor hereunder are subject to the prior, and potentially conflicting, obligations and duties owed by Grantor to Senior Lender, such that if Grantor fails to perform any obligation or duty hereunder because doing so would cause Grantor to breach any of its obligations or duties owing to Senior under, Grantor will not be in violation hereof.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Second Mortgage as of the date first above written.

GRANTOR:

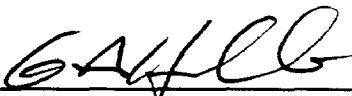
MEARTHANE PRODUCTS CORPORATION

By: 
David A. Redmond
Chairman

Accepted and Agreed to as of the date first written above:

GRANTEE:

By: Seacoast Capital Corporation
its general partner

By: 
Gregory A. Hulecki
Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/RegistrationNo.</u>	<u>Date Registered</u>
It'll Stop You Cold	U.S. #1875377	Issued 1/24/95
Mearthane	U.S. #806162	Issued 3/29/66