

01-29-2001



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1-18-01

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

Execution Date
Month Day Year

Name

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 Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

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

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" value="0733, 725"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0335751"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,079703"/>	<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: #

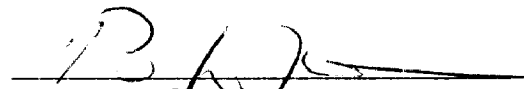
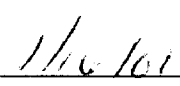
Authorization to charge additional fees: Yes No

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.

Brian D. Harrington

Name of Person Signing

Signature

Date Signed

11-03-2000



101504431

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).

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Domestic Representative Name and Address

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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

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.

#

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)

<input type="text" value="733,725"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="033575"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="079703"/>	<input type="text"/>	<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.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90

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



10/5/00

Name of Person Signing

Signature

Date Signed

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

THIS FOURTH MODIFICATION OF PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT is effective as of October 5, 2000, by and between PACKAGE MACHINERY COMPANY, INC. f/k/a PMC ACQUISITION CORPORATION, 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 a principal 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 of even date 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, the Mortgagor and the Mortgagee and the Bank hereby agree and covenant that the Patent Collateral Security and Pledge Agreement dated July 24, 1996, as modified by First Modification Agreement dated March 20, 1997, and by Second Modification Agreement dated December 29, 1998, and by Third Modification Agreement dated February 11, 1999 (collectively, the "Agreement") 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 Fourth Modification.

2. Any ambiguity, contradiction, or discrepancy as between the Patent Collateral Security and Pledge Agreement, the Modifications to same, and this Agreement shall at all times be resolved by the Bank 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:

PACKAGE MACHINERY COMPANY,
INC. f/k/a PMC ACQUISITION
CORPORATION

B. D. L.

By Katherine Peterson
Its President

Witness:

FIRST MASSACHUSETTS
BANK, N. A.

Chris D. Roberts

By M. Victoria Chase
Its President

65834v1

EXHIBIT "A"

PACKAGE TRADEMARKS

MARK: PACKAGE & DESIGN TRADEMARKS

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Argentina	1,445,325
Benelux	073,916
Canada	142,705
Columbia	88,996
Denmark	363/65
Ecuador	1.055
Germany	782,168
Italy	161,762
Japan	1,986,517
Mexico	191,286
South Africa	B75/2455
Spain	441,289
United States	733,725
Canada	154,615
France	1,393,977
Germany	840,613
United States	849,354