

02-21-2001



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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

2-12-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- X New
Resubmission (Non-Recordation) Document ID #
Correction of PTO Error Reel # Frame #
Corrective Document Reel # Frame #

Conveyance Type

- Assignment License
X 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 C & M Technologies Group, Inc.

Execution Date Month Day Year 1/15/01

Formerly

75660573

- Individual General Partnership Limited Partnership X Corporation Association
Other

X Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation

DBA/AK/A

Composed of

Address (line 1) 200 Glastonbury Boulevard

Address (line 2) Glastonbury, CT 06033

Address (line 3)

- Individual General Partnership Limited Partnership
X Corporation Association

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.)

Citizenship/State of Incorporation/Organization Rhode Island

FOR OFFICE USE ONLY

02/20/2001 6TON11 00000079 75660573

01 FC:481
02 FC:482

40.00 OP
150.00 OP

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 Practices. 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

TRADEMARK
REEL: 2238 FRAME: 0831

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

860/522-5175

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)

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.

Todd S. Sharinn

2/6/01

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is executed as of this 15 day of January, 2001 by C&M Technologies Group, Inc., a Delaware corporation, having a place of business at 51 South Walnut Street, Wauregan, Connecticut ("Borrower"), and Fleet Capital Corporation, a Rhode Island corporation, having an office located at 200 Glastonbury Boulevard, Glastonbury, Connecticut ("Lender").

WITNESSETH:

WHEREAS, Borrower has adopted, has used, is using and/or intends to use the trademarks, service marks, domain names and trade names listed on Schedule A attached hereto, which trademarks, service marks, domain names and trade names are registered in, and/or applications therefor have been filed with, the United States Patent & Trademark Office and/or certain foreign equivalents thereof, or common law rights have vested therein, (the "Trademarks");

WHEREAS, Borrower and Lender are parties to an Amended and Restated Security Agreement dated as of December 2, 1994, which has been most recently modified and amended by that certain Eleventh Amendment Agreement by and between the parties and of even date herewith (the "Security Agreement");

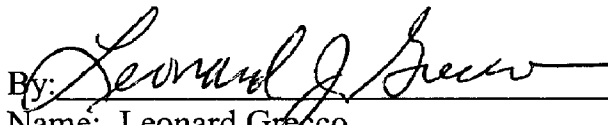
WHEREAS, Borrower has granted to Lender, pursuant to the Security Agreement, a security interest in, and a mortgage on, all right, title and interest of Borrower in and to the Trademarks, together with all goodwill of the business and the business or portion thereof to which each of the Trademarks relate and pertain as well as all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower does hereby grant to Lender a security interest in, and mortgage on, the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations, including, without limitation, a grant to the Lender of the right to inspect the premises, goods, or services relating to each of the Trademarks.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in, and mortgage on, the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein.

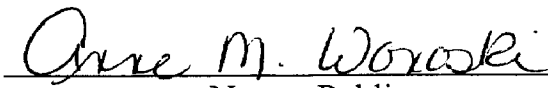
IN WITNESS WHEREOF, Buyer has caused this Trademark Security Agreement to be duly executed by its officer thereunto authorized as of the 15 day of January, 2001.

C&M TECHNOLOGIES GROUP, INC.,
Borrower

By: 
Name: Leonard Grecco
Title: Vice President of Finance

STATE OF CONNECTICUT)
) ss.:
COUNTY OF Windham)

On this 15TH day of January, 2001, before me personally appeared Leonard Grecco, to me known, who, being by me duly sworn, did depose and say that he resides at 15 Miss Fry Drive, East Greenwich, RI and that he is Vice President of Finance of C&M Technologies Group, Inc., an obligor under a Security Agreement described herein, and that he executed the foregoing instrument and signed his name thereto pursuant to such authority.


Notary Public

ANNE M. WONOSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2004

Schedule A

I. U.S. Trademarks

| Mark | Registration/Serial No. | Status |
|----------------|-------------------------|----------------|
| | | |
| C & M | 2,176,616 | Registered |
| C & M MEGAFLEX | 75/660,573 | Pending |
| MEGAFLEX | 75/660,572 | Pending |
| C & M DURULON | 75/660,571 | Pending |
| DURULON | 75/660, 574 | Pending |
| SPIRALINK | 75/397,510 | Registered *** |
| QUADCLEAR | 75/696,094 | Pending |

II. Foreign Trademarks

| Mark | Registration/Serial No. | Status |
|-----------|-------------------------|------------|
| | | |
| C & M | 528,133 | Registered |
| SPIRALINK | 719,047 | Pending |

III. Domain Names

| Domain Name | Domain Server |
|-------------|---------------|
| | |

IV. Common-law Marks/Trademarks

POWERLINK
C & M Technologies Group, Inc.
C & M Corporation of Connecticut