

FEB 23 2001

03-08-2001



101628210

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 2-33-01

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # 1770 Frame # 0383

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year _____

Change of Name

Other Correction to Notice of Recordation

Conveying Party Mark if additional names of conveying parties attached

Name IMMIX ELASTOMERS, LLC Execution Date
Month Day Year 07 24 98

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization MAINE

Receiving Party Mark if additional names of receiving parties attached

Name US TRUST (BANK)

DBA/AKATA _____

Composed of _____

Address (line 1) 30 COURT STREET

Address (line 2) _____

Address (line 3) BOSTON MA/U.S.A. 02108
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 BANK

Citizenship/State of Incorporation/Organization _____

FOR OFFICE USE ONLY

40E

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)

<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"/>

Registration Number(s)

<input type="text" value="1924941"/>	<input type="text"/>	<input type="text"/>
<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.

#

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.

PETER B. KELMAN

2/12/2001

Name of Person Signing

Signature

Date Signed

FORM PTO-1584
(Rev. 8-83)
CLASS No. 0851-0011 (Rev. 4/94)

MA 8/4/98

REC'D

08-20-1998

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab ratings

To the Honorable Commissioner of Patents

100799926

attached original documents or copy thereof.

1. Name of conveying party(ies):

IMMIX Elastomers, LLC
85 Winter Street
Hanover, MA 02339

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 29, 1998

2. Name and address of receiving party(ies)

Name: USTrust

Internal Address:

Street Address: 30 Court Street

City: Boston State: MA ZIP: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,923,156; 1,924,951; 1,955,655

Additional numbers attached? Yes No

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

Name: Donald H. Siegel, P.C.

Internal Address:

18/11/1998 JSHRBAZZ 00000033 1923156

FC:481 40.00 DP
FC:482 50.00 DP

Street Address: Posternak, Blankstein & Lund, LL

100 Charles River Plaza

City: Boston State: MA ZIP: 02114

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 08-04-1998

(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.

Donald H. Siegel, P.C.
Name of Person Signing

Signature

7/29/98
Date

Total number of pages including cover sheet, attachments, and documents: 4

TRADEMARK
REEL: 1770 FRAME: 0383

ASSIGNMENT OF TRADEMARKS AS SECURITY

WHEREAS, IMMIX Elastomers, LLC, a Massachusetts limited liability company with a principal place of business at 85 Winter Street, Hanover, MA 02339 (the "Company") and USTRUST, with a principal place of business at 10 Court Street, Boston, MA 02108 (the "Bank") have entered into a Loan Security Agreement - Accounts Receivable and Inventory dated as of July 29, 1998 (the "Loan and Security Agreement"); and

WHEREAS, the Company is the owner and user of the trademarks and service marks listed on Schedule A hereto and referred to in said Loan and Security Agreement (collectively, the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Loan and Security Agreement is a security interest in each of 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 Loan and Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan and Agreement) shall occur and the Bank shall exercise its rights and remedies under the Loan and Security Agreement, 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 Loan and 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; the Company agrees that it will not sell or assign the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the US Patent and Trademark Office 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 described in the Loan and Security Agreement and the exercise of the Bank's aforesaid rights and remedies, to execute and deliver, in the name of and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary.

11) # 101649v02/7841-16

TRADEMARK
REEL: 1770 FRAME: 0384

TRADEMARK
REEL: 002246 FRAME: 0883

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.

IMMIX Elastomers, LLC

USTRUST

By [Signature]
Name: [Signature]
Title: [Signature]

By [Signature]
Its ASSISTANT Vice President

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF)

Then personally appeared before me the above-named [Signature] of IMMIX Elastomers, LLC and stated that he executed the foregoing instrument under the authority of said Limited Liability Company's Managers and acknowledged the foregoing instrument to be the free act and deed of said Limited Liability Company.

WITNESS my hand and seal this [Signature] day of [Signature], 1998.

Notary Public

My commission expires: [Signature]

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF)

Then personally appeared before me the above-named Alex R. D'Allesandro who said that he is the ASSISTANT Vice President of USTRust and acknowledged the foregoing instrument to be the free act and deed of USTRust.

WITNESS my hand and seal this 21th day of July, 1998

Notary Public

My commission expires: 7/29/00

ID # 103649v02/7141-16

TRADEMARK

REEL: 1770 FRAME: 0385

SCHEDULE A
TO
ASSIGNMENT OF TRADEMARKS AS SECURITY

Marks with United States Patent and Trademark Office

<u>Trademark</u>	<u>Registration No./Date</u>	
CRI-LINE	1,923,156	10/03/95
CRI-SPERSION	1,924,951	10/10/95

<u>Service Mark</u>	<u>Registration No./Date</u>	
CRI-LOY	1,955,655	02/13/96

ID # 101649v02/7841-36

RECORDED: 08/04/1998

TRADEMARK
REEL: 1770 FRAME: 0386

TOTAL P.09
P.09

JAN-31-2001 11:19
RECORDED: 02/23/2001

703 415 1080

97%

TRADEMARK
REEL: 002246 FRAME: 0885