

03-23-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101645731

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

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

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Mall documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002256 FRAME: 0540

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="1"/>	<input type="text" value="956"/>	<input type="text" value="487"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Name of Person Signing

Signature

Date Signed

ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK

THIS ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK (the "**Amendment**") made as of February 16, 2001, by

INTER CHEM TRADING CORP. d/b/a/ INTER CHEM CORPORATION, a corporation of the State of New Jersey with its principal corporate place of business at 120 Route 17 North, Paramus, New Jersey 07653-1579 ("**Debtor**")

in favor of

FLEET CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of Rhode Island with offices at Third Floor, Mail Stop NJ EH 474 03J, 1125 Route 22 West, Bridgewater, New Jersey 08807 (as assignee of Fleet Bank, N.A., and hereinafter "**Fleet Capital**")

W I T N E S S E S T H A T :

(1) **WHEREAS**, on or about May 31, 1996, Debtor and Fleet Capital's predecessor-in-interest Fleet Bank, N.A. (hereinafter "**Fleet Bank**") entered into a certain loan and financing agreement and related documents (collectively the "**1996 Financing Agreements**");

(2) **WHEREAS**, the 1996 Financing Agreements set forth the terms under which Debtor could obtain certain monetary advances from Fleet Bank under a certain revolving loan facility;

(3) **WHEREAS**, as security to collateralize the obligations of Debtor under the 1996 Financing Agreements, Debtor gave to Fleet Bank, among other things, the security and collateral set forth in that certain instrument entitled "Trademark and Tradename Security Agreement" (hereinafter the "**1996 Security Agreement**"), such 1996 Security Agreement being dated on or about May 31, 1996 and recorded on June 3, 1996 in the Patent and Trademark Office of the United States Department of Commerce in Reel/Frame 1469/0524;

(4) **WHEREAS**, the rights of Fleet Bank in the 1996 Security Agreement have been assigned to Fleet Capital named herein;

(5) **WHEREAS**, Debtor and Fleet Capital have agreed to replace the 1996 Financing Agreements with the following:

- (a) a certain Loan and Security Agreement dated on or about even date herewith (such certain Loan and Security Agreement and all extensions, modifications [including increases in amount] and renewals thereof and substitutions therefor and refinancings thereof being hereinafter referred to as the "**Fleet Capital Loan Agreement**");

(b) the Loan Documents described in the Fleet Capital Loan Agreement;

such Fleet Capital Loan Agreement and the aforementioned Loan Documents and all extensions, modifications [including increases in amount] and renewals thereof and substitutions therefor and refinancings thereof being hereinafter collectively referred to as the "**Fleet Capital Loan Documents**");

(6) **WHEREAS**, in order to induce Fleet Capital to execute the Fleet Capital Loan Documents and perform its obligations thereunder, Debtor is required to and is willing to execute this Amendment in restatement and amendment of the 1996 Security Agreement and is to comply with the provisions hereof;

NOW THEREFORE, in consideration of the premises and the covenants contained in this Amendment and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Debtor does hereby agree as follows:

1. **Consent to Assignment to Fleet Capital**. Debtor hereby consents to Fleet Bank's assignment to Fleet Capital of all of Fleet Bank's rights and remedies under the 1996 Security Agreement and Debtor hereby releases Fleet Bank from any obligation which Fleet Bank may have under the 1996 Security Agreement.

2. **Amendment of Definition of "Lender"**. Any time the term "**Lender**" appears in the 1996 Security Agreement, that term shall mean "**Fleet Capital Corporation**" with offices at Third Floor, Mail Stop NJ EH 474 03J, 1125 Route 22 West, Bridgewater, New Jersey 08807 (it being understood that Fleet Capital Corporation is the assignee of Fleet Bank, N.A.).

3. **Amendment of Definition of "Loan Agreement"**. Any time the term "**Loan Agreement**" appears in the 1996 Security Agreement, that term shall mean collectively the Fleet Capital Loan Agreement, as such term is defined above.

4. **Amendment of Definition of "Loan Documents"**. Any time the term "**Loan Documents**" appears in the 1996 Security Agreement, that term shall mean the Fleet Capital Loan Documents, as such term is defined above.

5. **Amendment of Definition of "Loans"**. Any time the term "**Loans**" appears in the 1996 Security Agreement, that term shall have the same meaning as the term "**Revolving Loan**" in the Fleet Capital Loan Agreement.

6. **Amendment of Definition of "Note"**. Any time the term "**Note**" appears in the 1996 Security Agreement, that term shall have the same meaning as the term "**Revolving Note**" in the Fleet Capital Loan Agreement.

7. **Amendment of Definition of "Obligations"**. Any time the term "**Obligations**" appears in the 1996 Security Agreement, that term shall include within its meaning the term "**Liabilities**" as defined in the Fleet Capital Loan Agreement.

8. **Reaffirmation of 1996 Security Agreement.** To secure the complete and timely satisfaction of all of Debtor's Obligations described in Paragraph 7 of this Amendment, Debtor hereby reaffirms and restates all provisions of the 1996 Security Agreement and grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Fleet Capital all collateral rights and remedies described therein

9. **Modification.** This Amendment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

10. **Binding Effect; Benefits.** This Amendment shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of Fleet Capital, its successors, nominees and assigns.

11. **Governing Law.** This Amendment and the 1996 Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without regard to its rules pertaining to conflicts of laws.

12. **Survival of Representations.** All representations and warranties of Debtor contained in this Amendment shall survive the execution and delivery of this Amendment and shall be remade on the date of each borrowing under t the Fleet Capital Financing Agreements.

13. NOTHING IN THIS AMENDMENT IS INTENDED TO IN ANY WAY RELEASE OR LESSEN ANY OTHER COLLATERAL GIVEN TO SECURE THE PAYMENT AND THE PERFORMANCE OF THE FLEET CAPITAL LOAN DOCUMENTS.

IN WITNESS WHEREOF, INTER CHEM TRADING CORP. d/b/a/ INTER CHEM CORPORATION has duly executed this ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK in favor of Fleet Capital as of the date first written above.

WITNESS:

INTER CHEM TRADING CORP. d/b/a/
INTER CHEM CORPORATION


Vincent M. Durante, Secretary

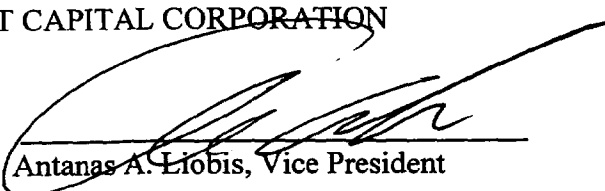
By:


Joseph M. Pizzo, President

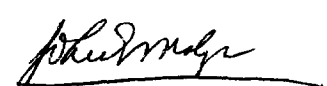
AGREED AND ACCEPTED to
on February 16, 2001

FLEET CAPITAL CORPORATION

By:

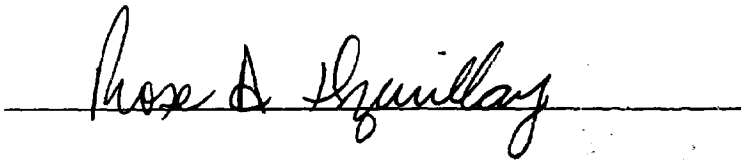

Antanas A. Liobis, Vice President

WITNESS


JOHN N. MALYSKA

STATE OF NEW JERSEY)
) SS.:
COUNTY OF ESSEX)

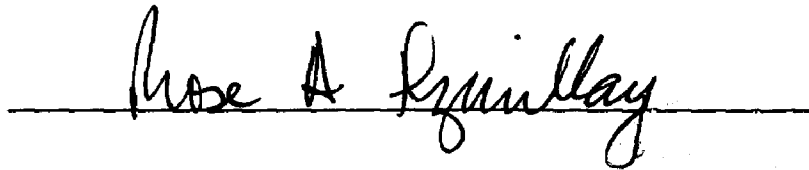
BE IT REMEMBERED, that on February 16, 2001, before me, the subscriber, personally appeared Joseph M. Pizza, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the President of **INTER CHEM TRADING CORP. d/b/a/ INTER CHEM CORPORATION** (the "**Debtor**") named in the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK**; that the execution, as well as the making of the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK** has been duly authorized by a proper resolution of the Board of Directors of Debtor; that the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK** was signed and delivered by said Joseph M. Pizza in his capacity as President of the Debtor; and that he so signed and delivered the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK** as and for the voluntary act and deed of the Debtor.



Rose A. Dzurilla
Notary Public of New Jersey
My Comm Expires June 26, 2003

STATE OF NEW JERSEY)
) SS.:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on February 16, 2001, before me, the subscriber, personally appeared Antanas A. Liobis, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Senior Vice President of FLEET CAPITAL CORPORATION named in the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK**; that the execution, as well as the making of the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK** has been duly authorized by a proper resolution of the Board of Directors of FLEET CAPITAL CORPORATION; that the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK** was signed and delivered by said Antanas A. Liobis, in his capacity as a Senior Vice President of FLEET CAPITAL CORPORATION; and that he so signed and delivered the foregoing **ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK** as and for the voluntary act and deed of FLEET CAPITAL CORPORATION.



Rose A. Dzurillay
Notary Public of New Jersey
My Comm. Expires June 26, 2003