

04-12-2001



101662016
REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type 3-28-01		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year 3/15/2001
		<input type="checkbox"/> Merger	<input type="checkbox"/> Change of Name
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name Boston Metal Products Corp. Execution Date 3/15/2001
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 First Massachusetts Bank, N.A.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 153 Merrimack Street

Address (line 2) _____

Address (line 3) Haverhill Massachusetts 01830
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other National Banking Association

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.)

04/11/2001 DBYRNE 00000052 75874394 FOR OFFICE USE ONLY 240E

01 FC:481 40.00 OP
02 FC:482 200.00 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 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" value="75/874394"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,860,848"/>	<input type="text" value="1,569,749"/>	<input type="text"/>
<input type="text" value="76/169262"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,145,810"/>	<input type="text" value="1,934,120"/>	<input type="text"/>
<input type="text" value="75/874385"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,140,205"/>	<input type="text" value="1,567,149"/>	<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.

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional 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 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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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<input type="text" value="1,860,848"/>	<input type="text" value="2,145,810"/>	<input type="text" value="2,140,205"/>
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Date: February 15, 2001

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Boston Metal Products Corp. (the "**Assignor**"), a Massachusetts corporation with its principal executive offices at 400 Riverside Avenue, Medford, Massachusetts 02155,

to

First Massachusetts Bank, N.A.. (hereinafter, the "**Bank**"), a national banking association with offices at 153 Merrimack Street, Haverhill, Massachusetts 01830.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Assignor and the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until the Loan Agreement is terminated the Assignor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Assignor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

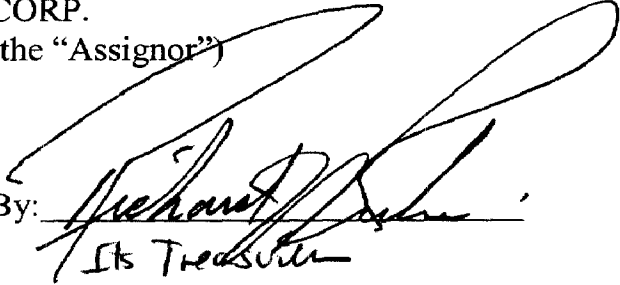
In the event of any failure by the Assignor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Assignor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Assignor to the Bank as provided in the Loan Agreement.

3. (a) Upon the occurrence and during the continuance of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.


(b) The Assignor hereby irrevocably constitutes and designates the Bank as and for the Assignor's attorney in fact, upon, and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all and singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

BOSTON METAL PRODUCTS
CORP.
(the "Assignor")

By: 
Its Treasurer

FIRST MASSACHUSETTS BANK,
N.A.
(the "Bank")

By: 
C. Lee Willingham V.P.

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February 15, 2001

Then personally appeared before me Richard J. Rubin who acknowledged that he/she is the Treasurer of Boston Metal Products Corp. and that he/she executed the foregoing instrument on behalf of its Board of Directors as his/her free act and deed.

Nancy A. Decker
Notary Public

My Commission Expires: NANCY A. DECKER
NOTARY PUBLIC

Commonwealth of Massachusetts
My Commission Expires 2/17/2006

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February 15, 2001

Then personally appeared before me ^{lee} C. Williamson who acknowledged that he/she is the vice president of First Massachusetts Bank, N.A. and that he executed the foregoing instrument on behalf of its Board of Directors as his free act and deed.

Nancy A. Decker
Notary Public

My Commission Expires: _____

NANCY A. DECKER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires 2/17/2006

EXHIBIT A
TRADEMARKS

Exhibit A

Trademarks

<u>Trade Mark:</u>	<u>Status</u>	<u>United States Reg. No.</u>
Boston	® - Registered	1,860,848
Tuffguard	® - Registered	2,145,810
Colorguard	® - Registered	2,140,205
Boston Beam	® - Registered	1,569,749
The One	® - Registered	1,934,120
Boston Bumper	® - Registered	1,567,149
Fastlane	™ - Trade Marked	75/874394 (serial number)
Classic Bumper	™ - Trade Marked	76/169262 (serial number)
Boston Trim	™ - Trade Marked	75/874385 (serial number)