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HEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Blackstone Industries, Inc.
Route 6, 16 Stony Hill Road
Bethel, CT 06801

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment No. 5 to Grant of Security Interest in Registered TMs & Assignment of Security Interest
- Merger
- Change of Name

Execution Date: April 20, 2001

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Attn: Lisa Freeman

Street Address: 200 Glastonbury Blvd.

City: Glastonbury State: CT ZIP: 06033

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

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

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DIVISION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,122,691 1,879,532
1,097,939 1,470,227

Additional numbers attached? Yes No

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

Name: Levett Rockwood P.C.

Internal Address: _____

Attn: Debra R. Cardinali, Esq.

Street Address: 33 Riverside Avenue

City: Westport State: CT ZIP: 06880

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 DP
02 FC:482 75.00 DP

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.

Levett Rockwood P.C.

By: Debra R. Cardinali

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

4

AMENDMENT NO. 5
TO
GRANT OF SECURITY INTEREST IN REGISTERED TRADEMARKS
AND ASSIGNMENT OF SECURITY INTEREST

WHEREAS, BLACKSTONE INDUSTRIES, INC., a Delaware corporation having its principal place of business at 16 Stony Hill Road, Route 6, Bethel, Connecticut 06801 (hereinafter "BLACKSTONE"), is the owner of all right, title and interest in, and uses and owns the following described Trademarks and the United States Trademark Registrations associated therewith as set forth opposite the name of each such Trademark (the "Trademarks");

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
FOREDOM	1,122,691	July 24, 1979
FLEXADE	1,097,939	August 1, 1978
ZONA	1,879,532	February 21, 1995
OLSON	1,470,227	December 29, 1987

WHEREAS, pursuant to the provisions of that certain Security Agreement, dated as of November 24, 1986, as amended by Amendment No. 1 dated as of December 20, 1989, Amendment No. 2 dated as of December 15, 1992, Amendment No. 3 dated as of July 31, 1995, Amendment No. 4 dated as of November 30, 1995 and Amendment No. 5 dated as of the date hereof (as amended, the "Security Agreement"), BLACKSTONE granted to Fleet National Bank, f/k/a Shawmut Bank Connecticut, N.A., f/k/a The Connecticut National Bank, with offices at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033 (hereinafter "Prior Lender"), a security interest in, among other property, the Trademarks (including all renewal rights therein), the goodwill of the business symbolized by the Trademarks and any and all license agreements now or hereafter existing in respect of the Trademarks (collectively, the "Trademark Rights"), to secure the payment and performance of any and all existing and future obligations of BLACKSTONE to Prior Lender under the terms of the Security Agreement;

WHEREAS, Prior Lender has assigned all of its rights and obligations under the Security Agreement to Fleet Capital Corporation, a Rhode Island corporation ("LENDER") as of the date hereof and Lender has assumed all such rights and obligations;

WHEREAS, in order to confirm for recordation and all other purposes the security interest granted under the Security Agreement in the Trademark Rights, BLACKSTONE executed and caused to be recorded with the U.S. Patent & Trademark Office (a) with respect to FOREDOM and FLEXADE, dated November 24, 1986 and recorded on January 12, 1987 in Reel 0549 Frame 147 a Grant of Security Interest in Registered Trademarks, which Grant of Security Interest in Registered Trademarks was amended by Amendment No. 1 to Grant of Security Interest in Registered Trademarks dated as of December 20, 1989, recorded on January 2, 1990 in Reel 0688, Frame 222, Amendment No. 2 to Grant of Security Interest in Registered Trademarks dated as of December 15, 1992, recorded on December 23, 1992 in Reel 0919, Frame 764, Amendment No. 3 to Grant of Security Interest in Registered Trademarks dated as of July 31, 1995 and recorded on August 7, 1995 in Reel 1381, Frame 816, and Amendment No. 4 to Grant of Security Interest in Registered Trademarks dated November 30, 1995 and recorded on December 8, 1995 in Reel 1429, Frame 801. (b) with respect to ZONA, dated July 31, 1995 and recorded on August 7, 1995 in Reel 1372, Frame 174, a Grant of Security Interest in Registered Trademark, which Grant of Security Interest in Registered Trademarks was amended by Amendment No. 4 to Grant of Security Interest in Registered Trademarks dated as of November 30, 1995 and recorded December 8, 1995 on Reel 1429, Frame 801, and (c) with respect to OLSON, dated November 30, 1995 and recorded on December 8, 1995 in Reel 1443, Frame 924, a Grant of Security Interest in Registered Trademark (all of the foregoing, as amended, collectively the "Grant"); and

New Hampshire

STATE OF ~~CONNECTICUT~~)

Blackstone) ss:

COUNTY OF ~~FAIRFIELD~~)

Before me, the undersigned, this *24th* day of April, 2001, personally appeared Douglas E. Kellogg, known to me to be the Secretary of Blackstone Industries, Inc., a corporation and that he/she as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his/her free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

Julie W. Cryans

Notary Public
My Commission Expires: _____

JULIE W. CRYANS, Notary Public
My Commission Expires February 10, 2002