

05-18-2001



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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): PIXALL, LLC <i>S-1001</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Wisconsin) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Manufacturers and Traders Trust Internal Company Address: _____ Street Address: One M&T Plaza City: Buffalo State: NY Zip: 14240</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State New York <i>0 2001</i> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: April 25, 2001</p>	
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,438,989</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Woods Oviatt Gilman LLP Attn: W. Stephen Tierney, Esq. Internal Address: _____ Street Address: 700 Crossroads Bldg 2 State Street City: Rochester State: NY Zip: 14614</p>	<p>6. Total number of applications and registrations involved: <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p>W. Stephen Tierney, Esq. <i>[Signature]</i> May 7, 2001 Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="text" value="4"/></p>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
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TRADEMARK SECURITY AGREEMENT - SHORT FORM

TRADEMARK SECURITY AGREEMENT dated April 25, 2001 made by PIXALL, LLC, a Wisconsin corporation having its principal place of business at 100 Bean Street, Clear Lake, Wisconsin 54005 (the "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, having its principal place of business at One M&T Plaza, Buffalo, New York 14240 (together with any successor thereto, (the "Grantee").

Oxbo International Corporation ("Oxbo") is party to the Credit Agreement dated April 25, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Grantor. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor and the Grantee entered into a Security Agreement dated April 25 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of the Grantor's rights, title and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (the "Trademark Collateral") and the goodwill of the business symbolized thereby.

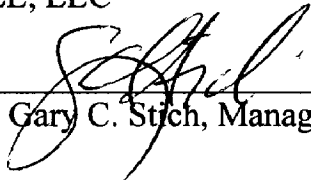
The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

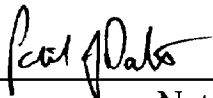
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

PIXALL, LLC

By: 
Gary C. Stich, Manager

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 25th day of April in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Gary C. Stich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

PATRICK J. DALTON
Notary Public in the State of New York
MONROE COUNTY
Commission Expires Feb. 23, 2002

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARK COLLATERAL

Trademark: Pixall, LLC

Jurisdiction
of Registration: United States Patent and Trademark Office

1. Registration #: 1,438,989
Date of
Registration: October 9, 1986

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RECORDED: 05/10/2001

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