

06-07-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

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

1. Name of conveying party(ies): 6-21
B.A. BALLOU & CO. INCORPORATED

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

2. Name and address of receiving party(ies)
Name: FLEET PRECIOUS METALS INC.
Internal Address: _____
Street Address: 111 WESTMINSTER STREET
City: PROVIDENCE State: RI Zip: 02903

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Execution Date: OCTOBER 4, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2160453, 1684392, 0785185,
1312261, 0317247

Additional number(s) attached Yes No

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

Name: JOSEPH R. MILLER, ESQ.

Internal Address: MILLER & CAINE, L.L.P.

Street Address: 40 WESTMINSTER STREET

SUITE 305

City: PROVIDENCE State: RI Zip: 02903

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

JOSEPH R. MILLER
Name of Person Signing

Signature

JUNE 1, 2001
Date

8

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

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

TRADEMARK
REEL: 002309 FRAME: 0335

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT AND
CORRECTION OF MISIDENTIFIED TRADEMARK

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AND CORRECTION OF MISIDENTIFIED TRADEMARK (the "Agreement") is made as of the 4th day of October, 2000, between **B.A. BALLOU & CO. INCORPORATED**, a Rhode Island corporation with its principal place of business at 800 Waterman Avenue, East Providence, Rhode Island 02914-1719 ("Borrower") and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with its principal place of business at 111 Westminster Street, Providence, Rhode Island 02903-2305 ("Lender").

AMENDMENT AND RESTATEMENT AND CORRECTION OF MISIDENTIFIED TRADEMARK. This Amended and Restated Trademark Security Agreement and Correction of Misidentified Trademark amends and restates in its entirety that certain Trademark Security Agreement dated as of September 2, 1998 executed by Borrower in favor of Fleet Capital Corporation ("FCC"), and recorded March 5, 1999 with the U.S. Patent and Trademark Office at Reel 1876, Frame 0103 (the "Original Agreement"), as assigned to Lender by FCC pursuant to that certain Assignment of Trademark Security Agreement dated October 4, 2000 and recorded October 19, 2000 with the U.S. Patent and Trademark Office at Reel 002166, Frame 0966 (the "Assignment"). This Agreement also deletes from Exhibit A to the Original Agreement and from Exhibit A to the Assignment a misnumbered trademark listed thereon (Mark: "EZ Squeeze", Registration Number 2160452—which is actually the Registration Number for "Investorsite"), and substitutes therefor the properly numbered trademark (Mark: "EZ Squeeze", Registration Number 2160453).

BACKGROUND. Borrower and Lender have entered into a certain Loan and Precious Metals Sales Agreement dated as of the date hereof, pursuant to which Lender has extended to Borrower a precious metals sales facility, a revolving line of credit evidenced by a certain Revolving Credit Note dated of even date herewith (the "Line of Credit Note"), and a term loan evidenced by a certain Term Note dated of even date herewith (the "Term Note" and, together with the Line of Credit Note, the "Notes"), all as the same may be amended from time to time. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to extend to Borrower the loan facilities pursuant to the Loan Agreement, Borrower agrees, for the benefit of Lender, as follows:

1. **Security Interest.** To secure the complete and timely satisfaction of all Obligations, Borrower hereby assigns, pledges and grants to Lender a continuing security interest in and to Borrower's right, title and interest in and to the following property (the "Collateral"), whether now owned or hereafter existing or acquired: trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark

applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively, the "Trademarks") which, in the case of trademark or trademark applications, are now or hereafter issued by or filed with the United States Patent and Trademark Office or any similar office or agency of any other countries, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached hereto and made a part hereof, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof including all licenses relating to the Trademarks acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time.

2. Borrower's Covenants and Representations. Borrower covenants and warrants to Lender that, to the best of its knowledge:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable and Borrower has notified Lender in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances except as disclosed in the Loan Agreement, including, without limitation, licenses, shop rights and covenants by Borrower not to sue third persons; and

(d) Borrower has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of Lender in the Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender pursuant to the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. No Further Assignment. Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Borrower's obligations under this Agreement, without Lender's prior written consent.

5. Additional Collateral. If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any new trademark application or trademark, or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation in part of any Trademarks or any improvement on any Trademarks, the provisions of Section 1 hereof shall automatically apply thereto and Borrower shall give to Lender prompt notice thereof in writing. Borrower authorizes Lender to modify this Agreement by amending Exhibit A to include any such future trademarks and trademark applications.

6. Lender's Rights Upon Default. If any Event of Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of Rhode Island or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which Borrower may have therein, and after deducting from the proceeds (including all reasonable expenses for brokers' fees and legal services), shall apply the remainder of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Borrower. Notice of any sale or other disposition of the Trademarks shall be given to Borrower at least twenty (20) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Notes or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

7. Attorney-in-Fact. Upon the occurrence of an Event of Default and at any time thereafter, Borrower hereby appoints Lender as its attorney-in-fact (without requiring Lender to act as such) to execute and file such assignments of the Trademarks in the name of Borrower with the United States Patent and Trademark Office or any similar office or agency of any other country as it may deem appropriate, and to perform all other acts to perfect and continue the Lender's security interest in, and to protect, preserve and enforce, the Trademarks.

8. Acknowledgment. At such time as Borrower shall completely satisfy all of the Obligations, Lender shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Lender's Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating

hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or relating to the Trademarks, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Floating Rate (as defined in the Revolving Credit Note).

10. Trademarks to be Issued; Lender's Expenses. Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for trademarks and to preserve and maintain all rights in trademark applications and the Trademarks. Any expenses incurred in connection with such an application shall be borne by Borrower. Borrower shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender.

11. Enforcement. Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Rights and Remedies. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

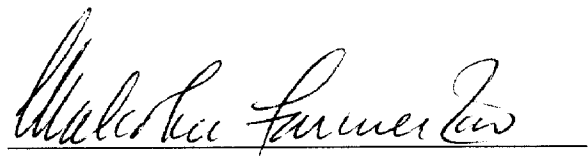
15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 hereof.

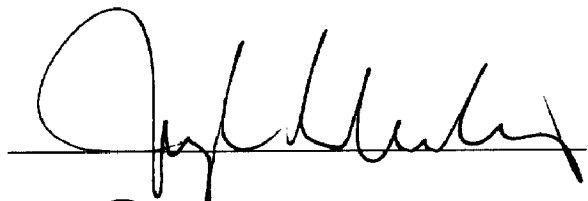
16. Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

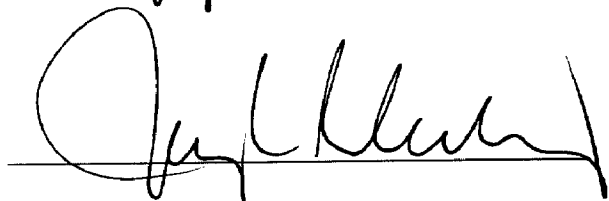
17. Applicable Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

WITNESS the execution hereof under seal as of the day and year first above written.

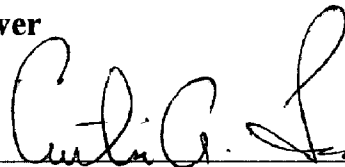
WITNESS:



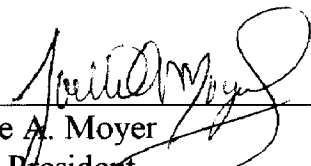


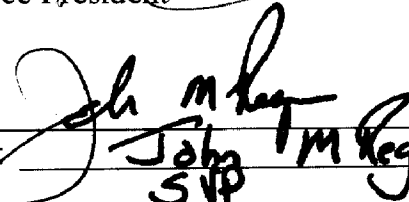


B.A. BALLOU & CO. INCORPORATED
Borrower

By: 
Curtis A. Ley
President

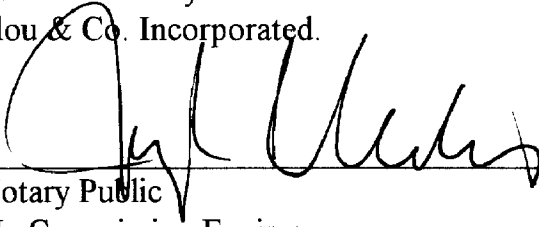
FLEET PRECIOUS METALS INC.

By: 
Joelle A. Moyer
Vice President

By: 
Name: John M Regan
Title: SVP

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 4th day of October, 2000 before me personally appeared Curtis A. Ley, President of B.A. Ballou & Co. Incorporated., known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of B.A. Ballou & Co. Incorporated.

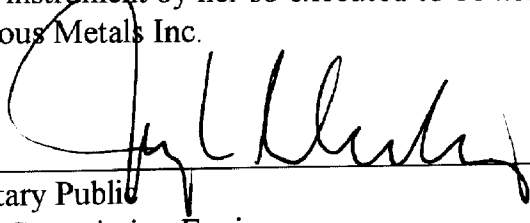


Notary Public
My Commission Expires _____

JOSEPH R. MILLER
NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 30, 2001

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 4th day of October, 2000 before me personally appeared Joelle A. Moyer, Vice President of Fleet Precious Metals Inc., known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her so executed to be her free act and deed and the free act and deed of Fleet Precious Metals Inc.

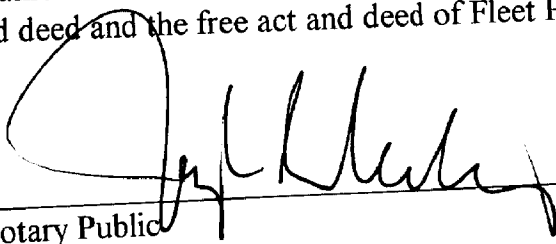


Notary Public
My Commission Expires _____

JOSEPH R. MILLER
NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 30, 2001

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 4th day of October, 2000 before me personally appeared JOHN M. REGAN, SR. VICE PRESIDENT of Fleet Precious Metals Inc., known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of Fleet Precious Metals Inc.



Notary Public
My Commission Expires _____

JOSEPH R. MILLER
NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 30, 2001

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Trademark Office</u>	<u>Registration Number</u>
"EZ Squeeze"	Borrower in all cases	U.S. Patent & Trademark Office	2160453
"Small Wonders"		U.S. Patent & Trademark Office	1684392
"B.A.B."		Canada Patent & Trademark Office	UCA15454
"B.A.B."		U.S. Patent & Trademark Office	0317247
"Pyramid Design"		U.S. Patent & Trademark Office	0785185
"Ballou"		Great Britain	1,265,872
"Wagon Wheel"		U.S. Patent & Trademark Office	1312261
"Wagon Wheel"		Canada Patent & Trademark Office	322,189