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To the Honorable Commissioner of Patents

101762673

and original documents or copy thereof.

1. Name of conveying party(ies):

Bliss Clearing Niagara, Inc.
1004 E. State Street
Hastings, Michigan 49058

6-19-01

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

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

2. Name and address of receiving party(ies):

Name: The CIT Group/Business Credit, Inc.

Internal Address: _____

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10038

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other Assignment of Trademark Security
- Merger
- Change of Name

Execution Date: _____

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

1540159

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

Name: Reed Aof

Internal Address: Crystal Plaza One
ste 1207

Street Address: 2001 Jefferson Davis Hwy
Suite 1207

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: _____

18

7. Total fee (37 CFR 3.41): _____ \$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

06/26/2001 TDIAZ1 00000108 1540159

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 425.00 OP

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

Terrell J. Roberts

Name of Person Signing

Signature

June 12, 2001

Date

Total number of pages including coversheet, attachments and document: _____

36

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

SCHEDULE A

TO TRADEMARK ASSIGNMENT OF SECURITY

Owned by Borrower:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Country</u>
NIAGARA	58,232	United States
CHIEF	1,540,159	United States
DIE SAVER LOCK	944,023	United States
DYNA-FEED	933,908	United States
HYDRA GLO	1,168,079	United States
MOD-U-LOOP	925,872	United States
MARATHON*	1,530,571	United States
MULTI-BENDER	784,366	United States
NIAGARAMATIC	931,327	United States
EZ A-JUST	Supp. No. 898,013	United States
BLISS	656029	United States
BLISS	651,385	United States
BLISS SINCE 1857 & DESIGN	745,759	United States
POWERBAR	1,149,629	United States
BLISS	1,164,356	United States
MONETIZER	1143119	United States
BLISS	605,548	United States
CONVERTADRIVE	74-444,077	United States

* Consent Agreement dated August 29, 1989 by and between Clearing-Niagara (formerly Niagara Machine & Tool Works) and Mate Punch and Die Co.

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, **BLISS CLEARING NIAGARA, INC.**, a corporation formed under the laws of Delaware, located at 1004 East State Street, Hastings, Michigan 49058 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to **CIT LENDING SERVICES CORPORATION** and various other financial institutions (collectively, "Lenders") and **THE CIT GROUP/BUSINESS CREDIT, INC.** as agent for Lenders ("Agent") pursuant to (i) a certain Financing Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
As of May 11th, 2001

Witness:

Rosanne Matzgat

BLISS CLEARING NIAGARA, INC.

By: Ben Langrischia
Name: BEN LANGRISCHIA
Its: PRESIDENT

Witness:

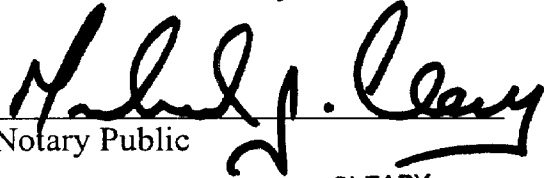
Rosanne Matzgat

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: S. Malhotra
Name: S. MALHOTRA
Its: SVP

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

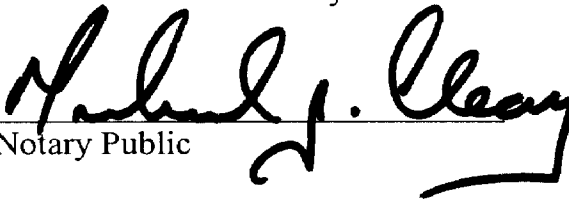
On this 10 day of May, 2001, before me personally came Ben Londrina, to me known, who, being by me duly sworn, did depose and say that s/he is the Presy of BLISS CLEARING NIAGARA, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.


Notary Public

MICHAEL J. CLEARY
Notary Public, State of New York
No. 02CL4504249
Qualified in Westchester County
Commission Expires November 30, 200L

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

On this 10 day of May, 2001, before me personally came Surendra Malhotra to me known, who, being by me duly sworn, did depose and say that s/he is the SVP of THE CIT GROUP/BUSINESS CREDIT, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.


Notary Public

MICHAEL J. CLEARY
Notary Public, State of New York
No. 02CL4504249
Qualified in Westchester County
Commission Expires November 30, 200L