

07-17-2001

To the Honorable Commissioner of Patents and Trademarks



copy thereof.

1. Name of conveying party(ies):

Middle Atlantic Products, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of: NJ

Other _____

Additional name(s) of conveying party(ies) attached?

Yes No

101780489

party(ies):

The Chase Manhattan Bank
Name:

Internal Address: 695 Route 46

Street Address:

City: State: Zip:

Fairfield, NJ 07004

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State of

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

7-6-01

Execution Date: July 3, 2001

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

A. Trademark Application No(s).

US Trademark Registration No. 2, 122, 694

B. Trademark Registration No(s).

Additional numbers attached? Yes No

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

Name: Kevin T. O'Brien

Internal Address: Norris, McLaughlin & Marcus

Street Address: 721 Route 202-206

City: Bridgewater State: NJ Zip: 08807

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):\$ 40.00

Enclosed Authorized to be charged to deposit account
Please charge any additional applicable fees to the deposit account indicated in answer (8).

8. Deposit account number: 14-1268
(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.

MARK A. MONTANA

Name of Person Signing

[Signature]

Signature

7/5/01

Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/16/2001 T01A21 09000142 2122694

01 FC:481

40.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 002329 FRAME: 0245

TRADEMARK COLLATERAL ASSIGNMENT

MIDDLE ATLANTIC PRODUCTS, INC. (the "Assignor"), having an address at 6 North Corporate Drive, Riverdale, New Jersey 07457, does hereby grant, assign and convey to THE CHASE MANHATTAN BANK (the "Assignee"), having an address at 695 Route 46, Fairfield, New Jersey 07004, the registered trademark identified on Schedule A hereto and the goodwill represented thereby (the "Trademark"), together with all the proceeds thereof.

The Assignee hereby grants to the Assignor the right and license (unless and until an Event of Default, as hereinafter defined, occurs) to the Trademark for the Assignor's own benefit.

This Assignment is given as collateral security for all the Obligations, as such capitalized term is defined in the Credit Agreement dated the date hereof between the Assignor and the Assignee, as such Agreement may hereafter be amended, supplemented or replaced from time to time (the "Credit Agreement").

As used herein, the term "Event of Default" shall have the meaning ascribed to it in the Credit Agreement.

The assignment effected hereby shall be governed by Article 9 of the Uniform Commercial Code as in effect in New York. Upon the occurrence of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein, as well as all other rights and remedies provided or allowed by the Credit Agreement, the other Facility Documents (as such term is defined in the Credit Agreement) or other applicable law.

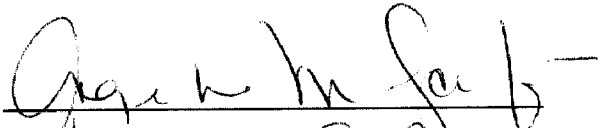
Upon payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignor such instruments of assignment as may be necessary to re-vest in the Assignor all the rights to the Trademark that are conveyed to the Assignee pursuant to this Assignment (except to the extent that the Assignee shall have disposed of the same in accordance with applicable law following an Event of Default).

The Assignee shall have no duties with respect to the Trademark, other than the duties expressly set forth herein and the duties of a secured party under the New York Uniform Commercial Code. Without limiting the generality of the foregoing, the Assignee shall have no duty to prosecute any action for trademark infringement against any person or entity. The Assignor shall indemnify the Assignee and hold the Assignee harmless against and from any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this

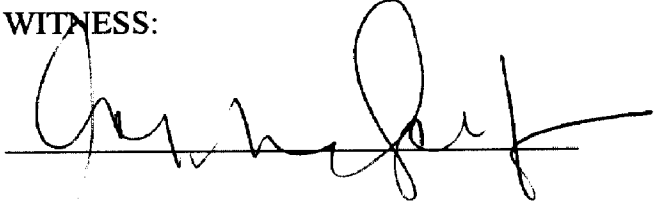
3rd day of July, 2001.

WITNESS:

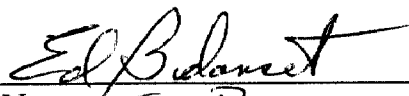


Angel M. Scifano

WITNESS:

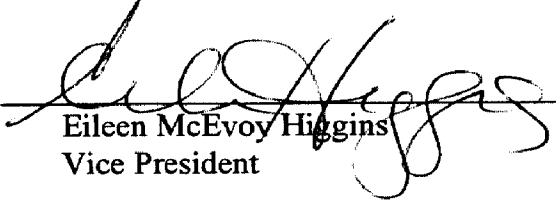


MIDDLE ATLANTIC PRODUCTS, INC.

By: 

Name: ED BIDANSET
Title: CFO

THE CHASE MANHATTAN BANK

By: 

Eileen McEvoy Higgins
Vice President

STATE OF NEW JERSEY

SS.:

COUNTY OF Somerset

On this 3rd day of July, 2001, before me, the undersigned, personally appeared Ed Bidanset, the CFO of Middle Atlantic Products, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such officer, that he was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

Linda Harrison

LINDA HARRISON
A Notary Public of New Jersey
My Commission Expires ~~6/19/2000~~ 6/23/2005

STATE OF NEW JERSEY

SS.:

COUNTY OF Somerset

On this 3rd day of July, 2001, before me, the undersigned, personally appeared Eileen McEvoy Higgins, the Vice President of The Chase Manhattan Bank, who, I am satisfied, is the person who signed the foregoing instrument, and she did acknowledge under oath that she signed and delivered the same in her capacity as such officer, that she was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.

Linda Harrison

LINDA HARRISON
A Notary Public of New Jersey
My Commission Expires ~~6/19/2000~~ 6/23/2005

SCHEDULE A

TRADEMARK

REGISTRATION NUMBER

REGISTRATION DATE

Datatel

US Number 2,122,694

December 23, 1997