



101810295

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Windsoft Acquisition Corporation

RE
3-1-00

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other and made a part hereof.
- Merger
- Change of Name

See Schedule A attached hereto

Execution Date: 2/14/00

2. Name and address of receiving party(ies)

Name: Chase Manhattan Bank

Internal Address: 2nd Floor

Street Address: One Riverfront

City: Newark State: NJ Zip: 07102

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

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

A. Trademark Application No.(s)

75408271

B. Trademark Registration No.(s)

1776117

Additional number(s) attached Yes No

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

Name: Miriam B. Weinstein, Esq.

Internal Address: Greenbaum, Rowe, Smith,

Ravin, Davis & Himmel, LLP

Street Address: P.O. Box 5600

City: Woodbridge State: NJ Zip: 07095

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500713

(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.

Miriam B. Weinstein, Esq.

Name of Person Signing

Signature

8/3/01

Date

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

24

SCHEDULE A

This recording is to correct the nature of conveyance from assignment to security agreement. The Reel and Frame of the original recording is; 002090/0320.

03-17-2000



101291844

MVP
3.1.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

03/15/2000 DCDATES 00000135 75408271

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002345 FRAME: 0746

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75408271	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1776117	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Stuart N. England

Name of Person Signing

Stuart England

Signature

2/25/00

Date Signed

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Trademark Agreement") dated the 14 day of February, 2000 by and between **WindSoft Acquisition Corporation**, a New Jersey Corporation having its chief executive offices at **5 Audrey Place, Fairfield, New Jersey 07004** (the "Assignor"), and **The Chase Manhattan Bank**, a New York banking corporation, having an office at One Riverfront, 2nd Floor, Newark, New Jersey 07102 (the "Lender").

W I T N E S S E T H:

WHEREAS, on or about October 16, 1998, the Lender made a certain revolving credit loan (the "Revolving Credit Loan") in the principal amount of up to \$5,000,000 available to Redi-L Corp. ("Redi-L"), which Revolving Credit Loan was subsequently modified and increased to a principal amount of up to \$6,000,000; and

WHEREAS, as an inducement to Lender to make the Revolving Credit Loan as aforesaid, the Assignor executed and delivered to Lender a certain Unlimited Continuing Guaranty dated October 16, 1998 (the "Revolving Credit Loan Guaranty") pursuant to which the Assignor has guaranteed the Revolving Credit Loan and other obligations of Redi-L to the Lender; and

WHEREAS, approximately simultaneously herewith, Redi-L, the Lender, the Assignor and various other guarantors of the Revolving Credit Loan are entering into that certain Second Modification Agreement which provides for, among other things, the extension of the term of the Revolving Credit Loan, the modification of certain financial covenants referred to therein and certain accommodations regarding the rate of interest to accrue on the Revolving Credit Loan; and

WHEREAS, approximately simultaneously herewith, the Lender has made, or is about to make, a \$4,500,000 term loan (the "Term Loan" and hereinafter the Revolving Credit Loan and the Term Loan shall be collectively referred to as the "Loans") to Redi-Direct Marketing, Inc. ("Redi-Direct") and Stayinfront, Inc. ("Stayinfront" and hereinafter Redi-L, Redi-Direct and Stayinfront shall be collectively referred to as the "Borrowers"); and

WHEREAS, pursuant to that certain Unlimited Continuing Guaranty of even date herewith executed by the Assignor in favor of the Lender (the "Term Loan Guaranty" and hereinafter the Revolving Credit Loan Guaranty and the Term Loan Guaranty shall be collectively referred to as the "Guaranties"), the Assignor has

guaranteed the Term Loan as well as other obligations owing to the Lender by Redi-Direct and Stayinfront; and

WHEREAS, for purposes hereof, the Guaranties, all promissory notes, loan agreements, security agreements and all other documents, instruments and agreements executed in connection with the Loans shall be collectively referred to as the "Loan Documents"; and

WHEREAS, as an inducement to the Lender to modify the Revolving Credit Loan and make the Term Loan as aforesaid, Lender has required that the Assignor enter into and execute this Trademark Agreement for purposes of, among other things, pledging to the Lender as security for the Guaranties, all of Assignor's right, title and interest in all of Assignor's trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the obligations by Assignor under the Guaranties (the "Obligations") and pursuant to which Lender shall have the right, among other things, to foreclose on the Trademarks (as defined herein) in the event of the occurrence of an event of default under any of the Loan Documents or under this Trademark Agreement (hereinafter an "Event of Default").

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Security Interest**. To secure the complete and timely satisfaction of the Obligations and as collateral security therefor, including the payment of all amounts thereunder, Assignor hereby unconditionally grants to Lender a continuing security interest in and first priority lien on and to the **trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications** identified on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (hereinafter collectively the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates. In addition, the Assignor has executed in blank and delivered to Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor

hereby authorizes Lender to complete as assignee and record with the Patent and Trademark Office (the "PTO"), the Assignment of Marks upon the occurrence of an Event of Default and the proper exercise of the Lender's remedies under this Trademark Agreement.

2. **Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Trademarks provided in Paragraph 1 hereof, the Assignor grants, assigns, transfers, conveys and sets over to Lender the Assignor's entire right, title and interest in and to the Trademarks; provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only upon or after the occurrence of an Event of Default.

3. **Supplemental to Security Agreement.** Pursuant to certain security instruments which have been, or are about to be, executed by the Assignor (individually and collectively referred to as the "Security Agreement"), the Assignor has granted to Lender a continuing security interest in and lien on various other personal property (the "Other Assets") (including the Trademarks). The Security Agreement, and all rights and interests of Lender in and to the Other Assets (including the Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Lender in the Other Assets (including the Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Trademarks), or any present or future rights and interests of Lender in and to the Other Assets under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Trademarks (and any and all obligations of the Assignor with respect to the Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Lender (and the obligations of the Assignor) in, to or with respect to the Other Assets (including the Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

4. **Representations, Warranties and Covenants.** The Assignor hereby represents, warrants and covenants that:

(a) Schedule A sets forth a true and complete list of all Trademarks now owned, licensed, controlled or used by Assignor;

(b) the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks;

(c) to the best of the Assignor's knowledge, each of the Trademarks is valid and enforceable in all respects;

(d) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks;

(e) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others;

(f) Assignor 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, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement;

(g) Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms;

(h) Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks;

(i) Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks;

(j) this Trademark Agreement, together with the Security Agreement, will create in favor of Lender a valid and perfected first priority security interest in the Trademarks upon making the filings referred to in clause (k) of this Paragraph 4; and

(k) except for the filing of financing statements with the Secretary of State of New Jersey under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by Assignor, or the effectiveness, of the security interest and assignment granted hereby or for the execution, delivery and performance of this

Trademark Agreement by Assignor, or (ii) for the perfection of, or the exercise by, Lender of any of its rights and remedies hereunder.

5. **Inspection Rights.** Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto, subject to the notification provisions set forth in Section 5.8 of the Term Loan and Security Agreement of even date herewith (the "Loan Agreement").

6. **No Transfer or Inconsistent Agreements.** Without Lender's prior written consent until such time as the Obligations have been satisfied in full in all respects, Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Trademark Agreement or under the Security Agreement.

7. **After-Acquired Trademarks, etc.**

(a) If, before the Obligations shall have been satisfied in full in all respects, Assignor shall obtain any right, title or interest in or to any new Trademarks in addition to those set forth on Schedule A hereto, the provisions of this Trademark Agreement shall automatically apply thereto and Assignor shall promptly give Lender written notice thereof and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

(b) Assignor hereby expressly authorizes Lender to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks under **Paragraphs 1 and 7** hereof.

8. **Use of Trademarks by Assignor.** Notwithstanding any provision contained herein to the contrary, but subject to all of the rights of Lender and the obligations of Assignor hereunder, unless and until an Event of Default shall occur, Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products and services sold or provided by Assignor, from time to time, for Assignor's own benefit and account and for none other. Assignor

agrees not to assign its interest in, or grant and sublicense under, the license granted to Assignor in this Paragraph, without the prior written consent of Lender.

9. Trademark Prosecution.

(a) The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks, and shall hold Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by Lender in connection with Lender's interest in the Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to Lender.

(b) Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to make federal application on registerable but unregistered Trademarks, to preserve and maintain all rights in the Trademarks, including without limitation the filing of appropriate renewal applications and other instruments to maintain in effect the Trademarks and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks. Any expenses incurred in connection with such applications and actions shall be borne solely by Assignor. Assignor shall not abandon any filed Trademark set forth on Schedule A or subsequently created, registered or pending, without the prior written consent of Lender.

(c) Assignor shall have the right and the duty consistent with its reasonable business judgment to bring suit or other action in Assignor's own name to maintain and enforce the Trademarks. Assignor may require Lender to join in such suit as a nominal party or action as reasonably necessary to assure Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) Lender is completely satisfied that such joinder will not subject Lender to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender pursuant to this Paragraph 9(c).

(d) In general, Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate, and as

is consistent with its reasonable business judgment, to properly maintain, protect, preserve, care for and enforce the Trademarks. Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Trademarks.

(e) Promptly upon obtaining knowledge thereof, Assignor will notify Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Assignor's rights, title or interests in and to the Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks, the ability of Assignor or Lender to dispose of any of the Trademarks or the rights and remedies of Lender in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks).

10. **Remedies.** Upon the occurrence of an Event of Default, the license granted to Assignor in Paragraph 8 hereof shall immediately and automatically terminate and Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in the Security Agreement and other Loan Documents), or any document contemplated in any of such other documents, 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 next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, at any location selected by Lender sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademarks, or any interest that Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses incurred by Lender in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale, license or other disposition of the Trademarks shall be given to Assignor at least five (5) days prior to the time that any intended public sale or other public disposition or any private sale or other private disposition, of the Trademarks may be made, which Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Lender may, to the extent permitted under applicable law or in any agreement between Assignor and Lender,

purchase or license the whole or any part of the Trademarks or interests therein sold, licensed or otherwise disposed, free of any right of redemption on the part of Assignor, which is hereby expressly waived and released.

11. **Collateral Protection.** If Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of Assignor shall be breached, Lender, in its own name or that of Assignor (in the sole discretion of Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and Assignor agrees promptly to reimburse Lender for any cost or expense incurred by Lender in so doing.

12. **Power of Attorney.** Assignor does hereby make, constitute and appoint Lender (and any officer or agent of Lender as Lender may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Trademarks to any third person, or to take any and all actions necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademarks or any interest of Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that Assignor is obligated to execute and do hereunder. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Lender under this power of attorney (except for Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement; Lender shall exercise such power, however, only after an Event of Default shall have occurred.

13. **Further Assurances.** Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to Lender the grant,

perfection and priority of Lender's security interest in the Trademarks.

14. **Termination**. At such time as all of the Obligations have been satisfied in full in all respects, this Trademark Agreement shall terminate and Lender shall, upon the written request and at the expense of Assignor, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and revest in Assignor the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to Lender by Assignor pursuant to this Trademark Agreement, and to terminate any liens filed pursuant to this Trademark Agreement as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Lender pursuant hereto or pursuant to the Security Agreement.

15. **Course of Dealing**. No course of dealing between Assignor 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 Security Agreement or any other 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.

16. **Expenses**. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney fees and expenses incurred by Lender in connection with the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable attorney fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid solely by Assignor.

17. **Overdue Amounts**. Until paid, all amounts due and payable by Assignor hereunder shall be a debt secured by the Trademarks and Other Assets and shall bear, whether before or after judgment, interest at the Default Rate (as defined in the Loan Agreement).

18. **No Assumption of Liability; Indemnification**. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LENDER DOES NOT ASSUME ANY LIABILITIES OF ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT

OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF ASSIGNOR, AND ASSIGNOR SHALL INDEMNIFY LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY LENDER WITH RESPECT TO SUCH LIABILITIES.

19. **Notices.** All notices and other communications to be made hereunder shall be in writing and shall be deemed to have been given when the same are given in accordance with the notice provisions set forth in the Loan Agreement.

20. **Amendment and Waiver.** This Trademark Agreement is subject to modification only by a writing signed by Lender and the Assignor, except as provided in Paragraph 7 hereof. Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

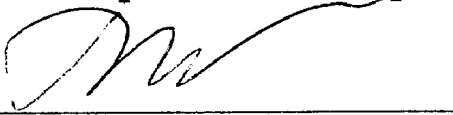
21. **Governing Law; Consent to Jurisdiction.** THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon Assignor by mail at the address first set forth above. Assignor hereby waives any objection that it may not or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

22. **Waiver of Jury Trial.** ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Assignor waives any right which it may have to claim or recover from Lender in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Assignor (a) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in making the Loans, Lender is relying upon, among other things, the waivers and certifications contained in this Paragraph.

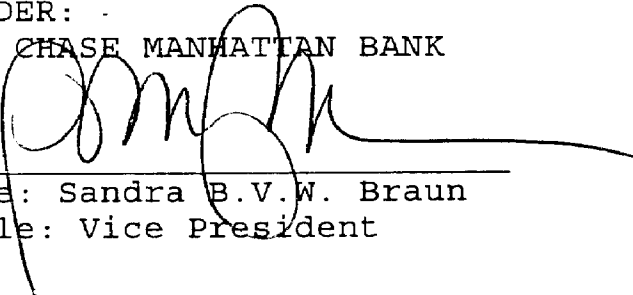
23. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and any of the Loan Documents, the provisions of the Loan Documents shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ASSIGNOR:
WindSoft Acquisition Corporation

By: 
Name: Thomas R. Buckley
Title: Chief Executive Officer

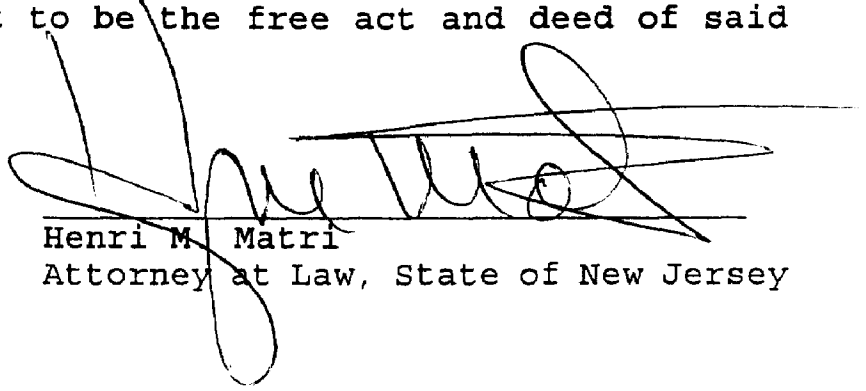
LENDER:
THE CHASE MANHATTAN BANK

By: 
Name: Sandra B.V.W. Braun
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF MIDDLESEX)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ^{14th} day of February, 2000 personally appeared **Thomas R. Buckley**, to me known personally, and who, being by me duly sworn, deposes and says that he is the **Chief Executive Officer**, of **WindSoft Acquisition Corporation**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said **Thomas R. Buckley** acknowledged said instrument to be the free act and deed of said corporation.



Henri M. Matri
Attorney at Law, State of New Jersey

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF MIDDLESEX)

Before me, the undersigned, an Attorney at Law of the State of New Jersey in and for the county aforesaid, on this 14 day of February, 2000 personally appeared **Sandra B.V.W. Braun**, to me known personally, and who, being by me duly sworn, deposes and says that she is a **Vice President**, of **The Chase Manhattan Bank**, and that said instrument was signed and sealed on behalf of said corporation under proper authority, and said **Sandra B.V.W. Braun** acknowledged said instrument to be the free act and deed of said corporation.

Stuart Englard

STUART ENGLARD,
Attorney at Law
of the State of New Jersey

SCHEDULE A

Windsoft Acquisition Company

Trademark Applications

<u>Trademark</u> or <u>Service Mark</u>	<u>Applications--</u> United States Patent and Trademark Office <u>Registration No.</u>	<u>Application Date</u>
SALESBOOK	1776117	Registered: June 8, 1993
WINDSOFT	75-408,271	Dec. 4, 1997

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, WindSoft Acquisition Corporation, a New Jersey corporation, having a place of business at 5 Audrey Place, Fairfield, New Jersey 07004 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, The Chase Manhattan Bank, a New York banking corporation, having a place of business at One Riverfront Plaza, 2nd Floor, Newark, New Jersey 07102 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____.

ASSIGNOR:
WindSoft Acquisition Corporation

By: _____
Name: Thomas R. Buckley
Title: Chief Executive Officer

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by Assignor to Assignee is hereby accepted as of the _____ day of _____, _____.

ASSIGNEE:
The Chase Manhattan Bank

By: _____
Name: Sandra B.V.W. Braun
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF MIDDLESEX)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of _____, 2000 personally appeared **Thomas R. Buckley**, to me known personally, and who, being by me duly sworn, deposes and says that he is the **Chief Executive Officer**, of **Delaser Acquisiton Corporation**, and that said instrument was signed and sealed on behalf of said **WindSoft Acquisition Corporation** by authority of its **Chief Executive Officer**, and said **Thomas R. Buckley** acknowledged said instrument to be the free act and deed of said corporation.

HENRI M. MATRI
Attorney at Law, State of New Jersey

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of _____, _____ personally appeared _____, to me known personally, and who, being by me duly sworn, deposes and says that he/she is the _____, of The Chase Manhattan Bank, and that said instrument was signed and sealed on behalf of said The Chase Manhattan Bank by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said The Chase Manhattan Bank.

Notary Public
My commission expires:

SCHEDULE A

Windsoft Acquisition Company

Trademark Applications

<u>Trademark</u> or <u>Service Mark</u>	<u>Applications--</u> United States Patent and Trademark Office <u>Registration No.</u>	<u>Application Date</u>
SALESBOOK	1776117	Registered: June 8, 1993
WINDSOFT	75-408,271	Dec. 4, 1997