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



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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.

1. Name of conveying party(ies): Astro Sales International, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State CT Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Banknorth, N.A. Internal Address: Street Address: 2461 Main Street City: Glastonbury State: CT Zip: 06033-6509 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 07/03/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) R2421456 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bruce M. Lutsk Internal Address: Reid and Riege, P.C. Street Address: One State Street City: Hartford State: CT Zip: 06103

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 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. Bruce M. Lutsk Signature Date: 07/8/2002

07/11/2002 01 FC1481

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Total number of pages including cover sheet, attachments, and document: 9 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS JUL - 8 AM 10:48 FINANCE SECTION

TRADEMARK REEL: 002542 FRAME: 0379

TRADEMARK SECURITY AGREEMENT

by

ASTRO SALES INTERNATIONAL, INC.

in favor of

BANKNORTH, N.A.

TRADEMARK
SECURITY AGREEMENT

This Agreement made as of this 31 day of July, 2002, by and between **ASTRO SALES INTERNATIONAL, INC.**, a Connecticut corporation, having its principal place of business at 1 Old Mill Lane, Simsbury, Connecticut 06070 ("**Borrower**") in favor of **BANKNORTH, N.A.**, a national banking association having an office at 2461 Main Street, Glastonbury, Connecticut 06033- 6509 (referred to as "**Lender**").

BACKGROUND

1. Lender is today making a Loan in the principal amount of \$7,500,000 to Borrower, The Tupman Thurlow Co., Inc., Austral Foods, Inc. and S.B. Holdings, Inc. (the "**Companies**").
2. The Loan is being made pursuant to a Loan and Security Agreement by and among Lender, the Companies, Paul Blakeley and Greg Silpe dated the same date as this Agreement (the "**Loan Agreement**")
3. As additional security for the obligations of Borrower to Lender pursuant to the Loan Agreement and the transactions contemplated thereby, Borrower is entering into this Agreement
4. Capitalized terms that are used in this Agreement but not defined shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

AGREEMENTS

1. Incorporation of Loan Agreement. The Loan Agreement and the definitions and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto.

2. Grant of Security Interest. To secure the complete and timely payment of all of the Obligations of the Borrower to Lender now or hereafter existing from time to time, Borrower hereby pledges and grants to Lender a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Collateral**"):
- a. all of its Trademarks to which it is a party including those referred to on **Schedule 2a**; hereto;
 - b. all reissues, continuations or extensions of the foregoing;
 - c. all goodwill of the business connected with the use of, and symbolized by each Trademark; and
 - d. all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark and injury to the goodwill associated with any Trademark.
3. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants that:
- a. Borrower owns and holds no patents or copyrights;
 - b. Borrower does not have any interest in, or title to, any Trademark except as set forth in **Schedule 2a** (the "**Trademarks**");
 - c. Borrower is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge, assignment or encumbrance, except as described on **Schedule 2a**;
 - d. the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - e. each of the Trademarks is valid and enforceable;
 - f. no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
 - g. Borrower has used, and will continue to use proper statutory notice in connection with its use of the Trademarks;
 - h. Borrower has used, and will continue to use consistent standards of quality in its manufacture of products sold under the Trademarks;
 - i. Borrower has the unqualified right to enter into this Agreement and perform its terms;
 - j. this Agreement has been duly executed and delivered to Lender by Borrower and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

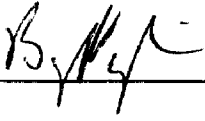
- k. this Agreement creates a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of Lender in all of Borrower's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Borrower;
 - l. upon filing of this Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements pursuant to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's lien on Borrower's Trademarks shall have been duly taken; and
 - m. the execution, delivery and/or performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or Bylaws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.
4. COVENANTS. Borrower covenants and agrees with Lender that from and after the date of this Agreement:
- a. Borrower shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Borrower's ownership of any Trademark, its right to register the same, or to keep and maintain the same, the effect of which will have a material adverse effect on Borrower's business operations or financial condition.
 - b. In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Borrower shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's lien on such Trademark, and the general intangibles of Borrower relating thereto or represented thereby.
 - c. Borrower shall have the duty to prosecute diligently any trademark applications pending as of the date of this Agreement, to preserve and maintain all rights in the trademarks, the registration of trademarks and trademark applications.
 - d. In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Lender promptly after Borrower learns thereof. Borrower shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement misappropriation or dilution and to recover any and all damages for such infringement: misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Collateral.

5. **SECURITY AGREEMENT.** All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Borrower hereby acknowledges and affirms that this Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan Agreement, and that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
6. **REINSTATEMENT.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower for liquidation or reorganization, should Borrower become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
7. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.
8. **Counterparts.** This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

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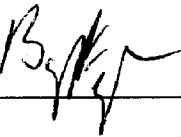
IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Witnesses:






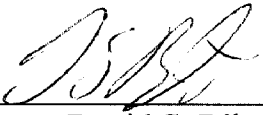




**ASTRO SALES INTERNATIONAL,
INC.**

By 
Paul Blakeley
President

BANKNORTH, N.A.

By 
Name: David S. Blitz
Title: Vice President

Schedule 2a

Trademarks

Astro Sales International, Inc.

Manco

Reg. No. R2421456