

07-24-2002



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

REC T OFFICE

J.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): K.J. Quinn & Co., Inc.

FINANCE SECT 7-16-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Correction of cover sheet earlier filed at Reel 0990, Frame 0058.

Execution Date:

2. Name and address of receiving party(ies)

Name: Beacon Business Credit Corp.

Internal Address:

Street Address: 300 Commercial Street

City: Boston State: MA Zip: 02109

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached

Additional number(s) attached Yes No

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

Name: Peter Nils Baylor, Esq.

Internal Address: Nutter, McClennen & Fish, LLP

Street Address: One International Place

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240

- Enclosed Authorized to be charged to deposit account if additional is needed

8. Deposit account number:

141449

DO NOT USE THIS SPACE

9. Signature.

Renee' Diana Sanft

Name of Person Signing

Signature

Signature

7/18/02

Date

Total number of pages including cover sheet, attachments, and document: 18

07/23/2002 DBYRNE 00000054 1701254 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 01 FC:481 02 FC:482 40.00 OP 200.00 OP

TRADEMARK REEL: 2548 FRAME: 0672

Exhibit "A"

Schedule of K.J. Quinn & Co., Inc.
Active U.S. Trademark Registrations

<u>No.</u>	<u>Reg. No.</u>	<u>Mark</u>
1)	1,701,254	QURETECH
2)	1,109,014	QUINN Logo
3)	921,666	QUINN Logo
4)	927,631	Q-THANE
5)	928,076	QUINN Logo
6)	929,007	QUINN Logo
7)	942,597	Q-THANE
8)	1,376,634	KRYSTALGARD
9)	1,399,082	QUINN

1119636.1

TRADEMARK SECURITY AGREEMENT

FROM: K.J. QUINN & CO., INC.
TO: BEACON BUSINESS CREDIT CORP.

K.J. QUINN & CO., INC. ("KJQ") a Delaware corporation with a principal place of business at 135 Folly Mill Road, Seabrook, New Hampshire, owns various Trademarks and has adopted and used same in its business. Said Trademarks are enumerated on Exhibit A attached hereto and made a part hereof. For consideration to it paid, the receipt of which in full is hereby acknowledged, KJQ does hereby grant a security interest in, pledge and mortgage to BEACON BUSINESS CREDIT CORP. ("Beacon") a corporation with a place of business at 300 Commercial Street, Boston, Massachusetts, all of KJQ's right, title and interest in said Trademarks enumerated on Schedule A together with the knowhow and good will of the business in connection with which said Trademarks are used.

And, KJQ does hereby for itself and for its successors and assigns covenant and agree with Beacon that upon request it will sign, execute and deliver unto Beacon such documents, renewals or continuations, powers of attorney, additional or supplemental oaths, statements and any other and further applications, assignments and lawful instruments, and do all other acts, which the said Beacon may deem to be convenient or necessary to secure the grant of the security interest, pledge and mortgage of said Trademarks, knowhow and good will to said Beacon or its successors and assigns, in the United States and in all other countries, all without further consideration than that paid.

TRADEMARK

REEL 0990 FRAME 061

TRADEMARK

-REEL: 2548 FRAME: 0674

The rights and remedies of the parties hereto shall be further governed by a Loan Agreement and Revolving Financing Agreement and Supplements thereto dated April 7, 1993, between Beacon and KJQ.

In Witness Whereof, it has hereunto set its hand and affixed its seal this 7th day of April 7, 1993.

K.J. QUINN & CO., INC.

By: Edward L. Quinn
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

April 7, 1993

Then personally appeared before me the above-mentioned Edward L. Quinn, known to me to be the identical person described in and who executed the same as his own free act and deed and that of K.J. Quinn & Co., Inc.

7th Given under my hand and seal at Boston, Massachusetts, this day of April, 1993.

Jell B. Rosenthal
Notary Public
My Commission Expires: 10/10/97

TRADEMARK

REEL 990 FRAME 062

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

FROM: K. J. QUINN & CO., INC.
TO: BEACON BUSINESS CREDIT CORP.

COUNTRY	REG. NO.	TRADEMARK	CLASS	EXP. DATE
ARGENTINA	1.059.633	Q	1	06-01-93
	1.241.259	Q	3	07-22-97
	1.081.567	QUINN	21	07-10-94
	1.081.566	QUINN	3	07-10-94
	1.092.560	QUINN	2	09-19-94
	1.101.751	QUINN	1	11-19-94
	1.301.428	K. J. QUINN	1	07-25-98
	1.301.429	K. J. QUINN	2	07-25-98
	1.301.410	K. J. QUINN	10	07-25-98
	1.349.893	K. J. QUINN	3	06-16-99
	1.097.660	QUINN LOGO	2	11-01-94
	1.128.995	QUINN LOGO	1	04-08-95
	1.301.411	QUINN LOGO	2	07-25-98
	1.301.412	QUINN LOGO	10	07-25-98
	1.031.778	QUINN LOGO	3	11-05-01
	1.166.876	Q-THANE	1	08-01-95
	1.301.413	Q-THANE	2	07-25-98
	1.357.000	Q-THANE	3	08-24-99
	1.130.619	*QUALITAS	3	05-02-95
	1.069.810	*QUINLAC	2	01-06-94
	1.128.729	*QUINLAC	1	04-08-95
	1.069.811	*QUINTOL	2	01-06-94
	1.078.259	*QUINTOL	1	05-10-94
	1.069.809	*FONDOLAC	2	01-06-94
	1.077.745	*FONDOLAC	1	05-03-94
	AUSTRALIA	A216,723	Q-THANE	2
A242,003		QUINN LOGO	1	09-01-05
AUSTRIA	90,435	*QUIMAL	1 & 2	02-28-99
BANGLADESH	12,529	*QUIMAL	2	08-20-03
	12,543	*QUIMAL	1	08-20-03
BENELUX	353,605	*QUIMAL	1 & 2	06-07-98
BOLIVIA	37,024	QUINN LOGO	35	03-19-95
	37,027	QUINN LOGO	39	03-19-95
	100,689	Q-THANE	1	06-16-93
	100,721	Q-THANE	2	06-16-93
	854	K. J. QUINN	-	01-11-94
	C-42966	K. J. QUINN	34	01-11-94
	C-42967	K. J. QUINN	35	01-11-94
	C-51609	QUINN LOGO		09-18-01
	C-51654	QUINN LOGO	2	09-18-01

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TRADEMARK

COUNTRY	REG. NO.	TRADEMARK	CLASS	EXP. DATE
BRAZIL	760139423	Q-THANE	1	09-20-93
	760139431	Q-THANE	2	01-17-94
	006880436	K. J. QUINN	1	01-25-99
	006988709	K. J. QUINN	2	09-25-99
	609416901	QUINN LOGO	1	10-13-01
	002614618	Q	1	04-30-01
	007511167	Q	2	04-30-01
CANADA	138,686	Q	-	01-08-95
	156,040	Q-THANE	-	03-22-98
	290,459	*QUIMAL	-	05-04-99
	180,924	QUINN LOGO	-	01-28-02
CHILE	14,382	QUINN LOGO	1, 2, 35	06-15-93
	257,111	Q	1	03-01-02
	217,379	K. J. QUINN	1 & 2	10-19-98
	220,895	QUINN LOGO	1 & 2	07-06-99
	356,406	Q	1 & 2	06-13-00
	237,662	Q-THANE	1 & 2	07-23-01
CHINA (P.R.C.)	99479	QUINN LOGO	2	11-28-99
	99480	QUINN LOGO	1	11-28-99
	380005	QUINN LOGO	17	11-28-99
COLOMBIA	100,721	Q-THANE	2	05-16-93
	100,689	Q-THANE	1	05-16-93
	092,980	QUINN LOGO	1	06-25-93
	092,981	QUINN LOGO	2	06-25-93
	107,063	K. J. QUINN	2	10-07-99
	107,065	K. J. QUINN	1	10-07-99
COSTA RICA	54,552	K. J. QUINN	-	INDEFINITE
	58,737	Q-THANE	2	05-14-01
	58,820	Q-THANE	1	06-10-01
	54,280	QUINN LOGO	1	08-22-99
	54,274	QUINN LOGO	2	08-22-98
CZECHOSLOVAKIA	164,063	*QUIMAL	1 & 2	08-25-98
DOMINICAN REPUBLIC	27,106	QUINN LOGO	4	11-22-97
	27,119	QUINN LOGO	32	11-23-97
	27,118	QUINN LOGO	45	11-23-97
	35,754	K. J. QUINN	4	08-15-03
	35,752	K. J. QUINN	32	08-15-03
	35,753	K. J. QUINN	45	08-15-03
ECUADOR	561-78	QUINN LOGO	2	03-10-97
	634	QUINN LOGO	1	04-13-98
EL SALVADOR	123	QUINN LOGO	10, 12, 37	01-17-03
	66	K. J. QUINN	1 & 2	03-23-01
	118	Q-THANE	12	02-12-02
FRANCE	1,454,697	*QUIMAL	1 & 2	03-16-98

REEL 990 FRAME 064
 TRADEMARK

COUNTRY	REG. NO.	TRADEMARK	CLASS	EXP. DATE
GERMANY	996,947	*QUIMAL	1 & 2	03-23-98
	642,746	*QUIMAL	-	11-23-98
GREAT BRITAIN	1,093,535	*QUIMAL	1	01-23-99
	1,093,536	*QUIMAL	2	01-23-99
GREECE	61,458	*QUIMAL	1, 2, 3	06-02-98
GUATEMALA	26504-202-68	QUINN LOGO	1	05-20-93
	26502-200-68	QUINN LOGO	2	06-03-93
	26503-201-68	QUINN LOGO	3	06-03-93
	40757	Q-THANE	1	01-14-96
	52568	K. J. QUINN	1	07-21-97
	10233-322-35	Q	1 & 2	08-22-97
	59902	K. J. QUINN	2	11-20-99
	40763	Q-THANE	2	01-13-01
	4319-417-7	K. J. QUINN	1	INDEFINITE
HONDURAS	14907	K. J. QUINN	1	06-21-93
	14908	K. J. QUINN	2	06-21-93
	255	K. J. QUINN	-	06-17-93
	24,693	QUINN LOGO	1	05-16-98
	24,702	QUINN LOGO	2	05-16-98
HUNGARY	121,329	*QUIMAL	1 & 2	09-14-98
INDONESIA	125,599	Q-THANE	1 & 2	12-26-97
	229,058	QUINN LOGO	1 & 2	12-26-98
IRAN	49,365	*QUIMAL	1 & 2	04-04-98
IRELAND	95,183	*QUIMAL	1	10-31-99
	95,184	*QUIMAL	2	10-31-99
ITALY	356,614	*QUIMAL	1 & 2	04-12-99
JAPAN	1365027	Q-THANE	1	12-22-99
	2161548	QUINN	1	08-31-99
	1627719	*QUIMAL	3	10-27-93
	1062621	QUINN	34	04-15-94
	1619781	QUINN LOGO	34	09-29-93
	1664180	*QUIMAL	34	02-23-94
KOREA	38189	Q	10	07-23-94
	38190	Q	13	07-23-94
	38191	Q	15	07-23-94
	38192	Q	24	07-23-94
	67,540	K. J. QUINN	15	01-31-95
	126,904	Q-THANE	10	06-28-95
MALAYA	90742	Q-THANE	1	05-22-02
	90743	Q-THANE	2	05-22-02
	90744	QUINN LOGO	1	05-22-02
	90745	QUINN LOGO	2	05-22-02

REEL 990 FRAME 65

COUNTRY	REG. NO.	TRADEMARK	CLASS	EXP. DATE
MEXICO	160,406	QUINN LOGO	6	08-29-95
	265,064	K. J. QUINN	6	04-23-96
	143,120	Q-THANE	12	05-03-93
NEW ZEALAND	131,856	Q-THANE	1	03-25-01
	131,857	Q-THANE	2	03-25-01
	131,854	QUINN LOGO	1	03-25-01
	131,855	QUINN LOGO	2	03-25-01
NICARAGUA	9,187	K. J. QUINN	1	10-23-98
	9,186	QUINN LOGO	2	10-23-98
	18,453	K. J. QUINN	-	12-06-98
NIGERIA	36,914	QUINN LOGO	1	05-13-01
	36,916	QUINN LOGO	2	05-13-01
	36,940	Q-THANE	1	05-13-01
	36,908	Q-THANE	2	05-13-01
O.A.P.I.	17,835	QUINN LOGO	1 & 2	01-20-98
PAKISTAN	68,346	*QUIMAL	1	10-26-00
	68,341	*QUIMAL	2	10-26-00
PANAMA	22,837	QUINN LOGO	-	12-19-98
	22,872	QUINN LOGO	-	12-26-98
	22,897	QUINN LOGO	-	12-27-98
PARAGUAY	138.889	QUINN LOGO	1	03-12-00
	138.890	QUINN LOGO	2	03-12-00
PERU	152922	QUINN LOGO	1	10-23-93
	155584	QUINN LOGO	42	09-20-94
	35.770	QUINN LOGO	1	09-04-95
	167280	KJQ DEL PERU	1	11-04-95
	167281	KJQ DEL PERU	2	11-04-95
	167282	KJQ DEL PERU	35	11-04-95
	167283	KJQ DEL PERU	42	11-04-95
	191831	QUINN	2	07-23-96
	095304	QUINN	1	07-23-96
	095306	QUINN LOGO	16	07-23-96
	191833	QUINN	16	07-23-96
	09409	QUINN	42	07-23-96
	191834	QUINN	35	07-28-96
	191832	QUINN LOGO	16	11-18-96
	13410	Q	1	05-16-97
	13004	Q	3	05-16-97
	PHILIPPINES	42465	Q-THANE	1 & 3
34788		QUINN LOGO	1 & 3	10-07-95
SABAH	27998	Q-THANE	1 & 2	05-22-02
	28001	Q-THANE	3	05-22-02
	27999	QUINN LOGO	1 & 2	05-22-02

TRADEMARK

REEL 990 FRAME 66

COUNTRY	REG. NO.	TRADEMARK	CLASS	EXP. DATE
SARAWAK	23,232	Q-THANE	1	05-22-02
	23,231	Q-THANE	2	05-22-02
	23,230	QUINN LOGO	1	06-06-02
	23,229	QUINN LOGO	2	06-06-02
SOUTH AFRICA	76/1705	Q-THANE	1	04-01-96
	76/1706	Q-THANE	2	04-01-96
	76/1707	QUINN LOGO	1	04-01-96
	76/1708	QUINN LOGO	2	04-01-96
SPAIN	874,484	*QUIMAL	2	02-05-99
SUDAN	16,988	QUINN LOGO	1	12-05-97
	16,989	QUINN LOGO	2	12-05-97
SWITZERLAND	296,110	*QUIMAL	1 & 2	04-06-98
TAIWAN	51957	QUINN LOGO	5	03-31-02
THAILAND	73,364	Q-THANE	1	09-11-00
	66,349	QUINN LOGO	1	04-04-98
	66,804	QUINN LOGO	2	05-03-98
	73,365	Q-THANE	2	09-11-00
UNITED STATES	1,701,254	QURE TECH	1	07-21-02
	74,059,334	UVILUX	1	01-21-98
	762,143	*CINCH	1	12-31-93
	988,177	*POST-TEAK	1	07-16-94
	622,555	*LUSTREFLEX	16	03-06-96
	1,057,286	*NLF & DESIGN	1	02-01-97
	1,057,303	*NLF & DESIGN	2	02-01-97
	1,068,818	*NEWARK LEATHER	2	07-05-97
	1,073,860	*NEWARK LEATHER	1	09-27-97
	1,109,014	QUINN LOGO	1	12-19-97
	676,841	*QUINTOL	1	04-14-98
	705,127	QUTHANE	6	10-04-04
	901,987	Q-THANE	1 & 16	11-10-04
	909,871	Q-THANE	1	03-16-04
	921,666	QUINN LOGO	3	10-05-01
	921,378	QUINN LOGO	3	10-05-01
	927,631	Q-THANE	6	01-25-02
	928,076	QUINN LOGO	1	02-01-02
	929,007	QUINN LOGO	2	02-15-02
	731,002	ADDIX	6	05-08-02
	395,868	Q	4	06-16-02
	935,853	QUINN LOGO	3	06-20-02
	942,597	Q-THANE	2	09-12-02
1,212,866	*QUIMAL	1 & 2	10-19-02	
1,376,634	KRYSTALGARD	2	12-31-05	
1,399,082	QUINN	1 & 2	07-01-06	
830,923	Q-THANE	16	06-27-07	

REEL 990 FRAME 067

COUNTRY	REG. NO.	TRADEMARK	CLASS	EXP. DATE
URUGUAY	229.143	Q	9, 14	10-02-99
	150.413	K. J. QUINN	6/9/14/15/19	05-16-99
	148.565	QUINN LOGO	6/9/14/15/19	09-06-98
VENEZUELA	39,085	Q	4	11-09-05
	105,100	Q-THANE	6	11-18-98
	104,042	Q-THANE	16	11-01-98
	95,938	K. J. QUINN	2	10-07-95
	96,297	K. J. QUINN	1	12-01-95
	15,577	K. J. QUINN	-	07-16-95
	94,102	QUINN LOGO	1	04-22-95
	94,630	QUINN LOGO	6	06-06-95
YUGOSLAVIA	31500-569-78	*QUIMAL	1 & 2	12-21-97

RECORDED
PATENT & TRADEMARK OFFICE

MAY-7 93

REEL 990 FRAME 68
TRADEMARK

* TRADEMARKS THAT WILL NOT BE RENEWED.

ATTACHMENT TO
RECORDATION FORM COVER SHEET

Conveying Party: K.J. Quinn & Co., Inc.
Receiving Party: Beacon Business Credit Corp.

4. Trademark Registration No.(s):

UNITED STATES	✓-1,701,254	QURE TECH
	✓74,059,334	UVILUX
	✓762,143	*CINCH
	-988,177	*POST-TEAK
	✓622,555	*LUSTREFLEX
	✓1,057,286	*NLF & DESIGN
	✓1,057,303	*NLF & DESIGN
	✓1,068,818	*NEWARK LEATHER
	✓1,073,860	*NEWARK LEATHER
	✓1,109,014	QUINN LOGO
	✓676,841	*QUINTOL
	✓705,127	QUTHANE
	-901,987	Q-THANE
	-909,871	Q-THANE
	-921,666	QUINN LOGO
	✓921,378	QUINN LOGO
	-927,631	Q-THANE
	-928,076	QUINN LOGO
	-929,007	QUINN LOGO
	✓731,002	ADDIX
	✓395,868	Q
	✓935,853	QUINN LOGO
	✓942,597	Q-THANE
	✓1,212,866	*QUIMAL
	✓1,376,634	KRYSTALGARD
	✓1,399,082	QUINN
	✓830,923	Q-THANE

TRADEMARK

REEL 990 FRAME 59