

09-05-2002

FORM PTO-1594
(Rev. 03/01)



ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102211902

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):
 THE CROWELL CORPORATION
 One Crowell Road
 Newport, DE 19804

09-05-02

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

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

2. Name and address of receiving party(ies):
 Name: Equinox Business Credit Corp.

Internal Address:

Street Address: 120 Wood Avenue South Suite 515
 City: Iselin State: NJ ZIP: 08830

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State New Jersey
 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: April 12, 2002

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

A. Trademark Application No.(s)
 See Schedule A attached to Trademark Assignment of Security

B. Trademark Registration No.(s)
 See Schedule A attached to Trademark Assignment of Security

Additional numbers attached Yes No

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

6. Total number of applications and registrations involved: 9

7. Total Fee (37 CFR 3.41) \$ *240⁰⁰*
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

**RETURN TO:
 FEDERAL RESEARCH CORP
 400 SEVENTH STREET NW
 SUITE 101
 WASHINGTON DC 20004**

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.

Loukia Harris *8/30/02*
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 4

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

09/06/2002 BTOM11 00000090 2325901
 01 FC:481 40.00 OP
 02 FC:482 200.00 OP

14443/e
 08/30/2002 1262021.01

TRADEMARK
 REEL: 002575 FRAME: 0917

SCHEDULE A

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
CRO-NEL PLUS	2,325,901	03/07/2000
CRO-NEL	2,230,613	03/09/1999
Bird Design	1,780,041	07/06/1993
Bird Design	1,348,935	07/16/1985
CRO-NEL	1,054,310	12/14/1976
NIVEL	987,895	07/09/1974
CROWLOK	796,992	10/05/1965
Bird Design	669,751	11/18/1958
CROWELL	663,308	06/24/1958

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, The Crowell Corporation, a corporation formed under the laws of Delaware, located at One Crowell Road, Newport, Delaware 19804 ("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 Equinox Business Credit Corp. ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

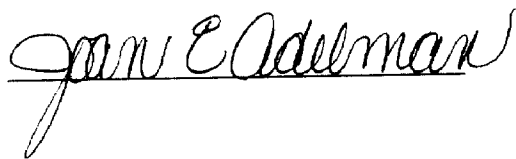
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender 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.

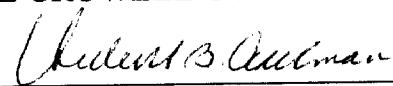
Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 15, 2002

Witness:




THE CROWELL CORPORATION

By: 
Herbert B. Adelman, President

Witness:



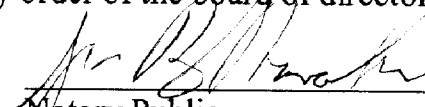
EQUINOX BUSINESS CREDIT CORP.

By: 
Name: Robert H. Vogel
Title: President

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE)

ss:

On this 14th day of August, 2002, before me personally came Herbert B. Adelman, to me known, who, being by me duly sworn, did depose and say that he is the President of The Crowell Corporation, 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.



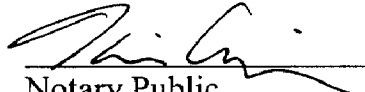
Notary Public

GAYLEEN B. SHANAHAN
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires July 19, 2004

STATE OF NEW JERSEY)
)
COUNTY OF MIDDLESEX)

ss:

On this 15th day of August, 2002, before me personally came Allen H. Vogel, to me known, who, being by me duly sworn, did depose and say that ~~she~~ is the President of Equinox Business Credit Corp., the company described in and which executed the foregoing instrument; and that ~~she~~ was authorized to sign ~~her~~ his name thereto on behalf of said company.



Notary Public