

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
MIJA Industries, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 06/24/2003

2. Name and address of receiving party(ies)

Name: Banknorth, N.A.
Internal Address:
Street Address: 7 New England Executive Park
City: Burlington State: MA Zip: 01803

- Individual(s) citizenship
- Association National banking 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

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

A. Trademark Application No.(s) 76/395,309
76/424,741 76/424,740

B. Trademark Registration No.(s) 1,748,311

Additional number(s) attached Yes No

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

Name: Miriam J. Rovner

Internal Address:

Street Address: Goodwin Procter LLP

Exchange Place, 53 State Street

City: Boston State: MA Zip:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1700

DO NOT USE THIS SPACE

9. Signature.

Stephen M. Gianelli
Name of Person Signing


Signature

June 24, 2003
Date

6

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

1703/216

700034399

TRADEMARK
REEL: 002674 FRAME: 0072

CH \$115.00 071700 76395309

TRADEMARK SECURITY AGREEMENT

Date: June 24, 2003

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

MIJA Industries, Inc. (the "**Owner**"), a Massachusetts corporation with its principal executive offices at 11 Commerce Road, Rockland, Massachusetts 02370,

to

Banknorth, N.A. (hereinafter, the "**Bank**"), a national banking association with offices at 7 New England Executive Park, Burlington, Massachusetts 01803.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Owner and the Bank, the Owner hereby grants and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until the Loan Agreement is terminated the Owner shall undertake the following with respect to each Mark until, the relevant Mark is no longer used in, or material to the operation of, the business of the Owner:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Owner's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Owner to perform any of its obligations set forth above within five (5) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Owner's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Owner to the Bank as provided in the Loan Agreement.

3. (a) Upon the occurrence and during the continuance of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen Laws Ch 106) in addition to which the Bank may sell, license, assign,

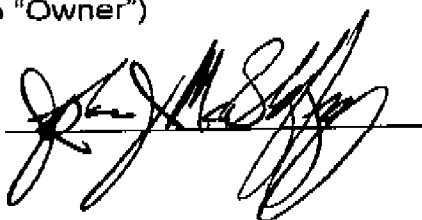
transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

(b) The Owner hereby irrevocably constitutes and designates the Bank as and for the Owner's attorney in fact, upon, and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all the singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Security Agreement is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Owner and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

MIJA INDUSTRIES, INC.

(the "Owner")

By: 

**BANKNORTH,
N.A.**

(the "Bank")

By: 

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

June 24, 2003

Then personally appeared before me Debra J. McShaffery who acknowledged that he/she is the Owner of MIJA Industries, Inc. and that he/she executed the foregoing Trademark Security Agreement on behalf of its Board of Directors as his/her free act and deed.



Notary Public

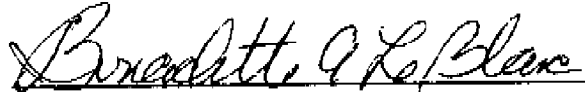
My Commission Expires: May 7, 2010

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

June 26 2003

Then personally appeared before me Paul B. Forester who acknowledged that he is the Vice President of Banknorth, N.A. and that he executed the foregoing Trademark Security Agreement on behalf of its Board of Directors as his free act and deed.



Notary Public

My Commission Expires: May 7 2010

EXHIBIT A
MIJA INDUSTRIES, INC.
Trademark Schedule

Pending Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
EN-GAUGE	76/395,309	April 15, 2002
M (and Design)	76/424,741	June 21, 2002
M (and Design)	76/424,740	June 21, 2002

Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
MIJA (and Design)	1,748,311	Renewed January 26, 2003