

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): MRP Acquisition LLC c/o Bariston Partners, LLC
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[X] Other Delaware Limited Liability Company
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: Citizens Bank of Massachusetts
Internal Address:
Street Address: 28 State Street
City: Boston State: MA Zip: 02109
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[X] Other Bank
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: 6/11/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached [ ] Yes [X] No

B. Trademark Registration No.(s) 2,546,667
Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Internal Address:
Street Address: 2001 Jefferson Davis, Hwy. Suite 505
City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[ ] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 19-3545

DO NOT USE THIS SPACE

9. Signature. Christopher E. Kondracki [Signature] 7/11/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

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AMENDMENT TO  
CONDITIONAL ASSIGNMENT OF TRADEMARKS  
AND  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Amendment to Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks (the "Amendment") is made as of the 11 day of June, 2003 by and between

**MRP Acquisition LLC** (the "Borrower"), a Delaware limited liability company, having its principal place of business c/o Bariston Partners, LLC 265 Franklin Street, Boston, Massachusetts 02110, and

**Citizens Bank of Massachusetts** (the "Bank"), having a place of business at 28 State Street, Boston, Massachusetts 02109

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, the Borrower executed and delivered a certain Conditional Assignment of Trademarks and Notice of Grant of Security Interest in Trademarks dated as of December 15, 1998 in favor of State Street Bank and Trust Company ("State Street") (as amended from time to time, collectively, the "Security Agreement") and filed with the United States Trademark Office on December 29, 1998 in Reel 1833 Frame 368, pursuant to which the Borrower pledged, assigned and granted a security interest in favor of the State Street in certain Trademarks (as defined therein); and

WHEREAS, State Street has assigned all of its right, title and interest in and to the Security Agreement, and the obligations secured thereby, to the Bank pursuant to a certain Notice of Assignment of Notice of Grant of Security Interest in Trademarks dated October 1, 1999;

WHEREAS, the Borrower has acquired an additional Trademark and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademark in favor of the Bank.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement.
2. Amendment to Exhibit A. Exhibit A to the Security Agreement is hereby amended by adding thereto, the Trademark set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. Miscellaneous:
  - (a) Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect. The Borrower hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained, including, without limitation, the grant of the security interest in favor of the Bank in and to all existing and hereafter acquired Trademarks.

- (b) This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed shall be an original and all which together shall constitute one instrument.
- (c) This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Borrower"

MRP ACQUISITION, LLO

By: 

Name: James Kendrick

Title: President

"Bank"

CITIZENS BANK OF MASSACHUSETTS

By: 

Name: FRANK J. GREUTER

Title: SENIOR VICE PRESIDENT

740589.1

Caledonia County, ss

State of Vermont

June 11, 2003

Then personally appeared the above named James Kendrick, the President of MRP Acquisition LLC and acknowledged the foregoing to be the free act and deed of MRP Acquisition LLC, before me,

Elizabeth Brown  
Notary Public  
My Commission Expires: 2/10/07

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

June 16, 2003

Then personally appeared the above named Frank Grueter, the SVP of Citizens Bank of Massachusetts and acknowledged the foregoing to be the free act and deed of Citizens Bank of Massachusetts, before me,

Mary A. Walker  
Notary Public  
My Commission Expires Feb. 19, 2004  
**MARY A. WALKER, Notary Public**

EXHIBIT

Trademarks	Registration Number
Forest Products Equipment	2,546,667

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