

05-12-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

R 102444926 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): Phoenix Products Company
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

5-7-03

2. Name and address of receiving party(ies) Name: Banknorth, N.A. Internal Address: Street Address: 2 West Main Street City: Waterbury State: CT Zip: 06723
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

OFFICE OF PUBLIC RECORDS 03 MAY -7 AM 10:04 FINANCE SECTION

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 04/29/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,222,931 2,244,569 2,307,060
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert M. Mulé 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: 3
7. Total fee (37 CFR 3.41): \$ 90 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. John L. Haase Name of Person Signing Signature Date 04/29/2003
Total number of pages including cover sheet, attachments, and document: 3

05/09/2003 ECOOPER 00000050 2222931

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

FC:8521 40.00 DP FC:8522 50.00 DP

TRADEMARK REEL: 002730 FRAME: 0139

COLLATERAL ASSIGNMENT OF TRADEMARKS

Assignment of Trademarks ("**Assignment**") made as of the 29th day of April, 2003 between **PHOENIX PRODUCTS COMPANY**, a Connecticut corporation, with its principal place of business located at 55 Container Drive, Terryville, CT 06786 ("**Assignor**") and **BANKNORTH, N.A.**, a national banking association having an office at 2 West Main Street, Waterbury, Connecticut 06723-2589 ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into a certain Trademarks Collateral Assignment ("**Agreement**") of even date herewith; and

WHEREAS, the Assignor has adopted, used and is using the trademarks ("**Trademarks**") listed on Exhibit A annexed hereto, which Trademarks are registered in the United States Patent and Trademark Office; and

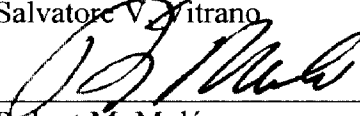
WHEREAS, the Assignor has conditionally assigned to and granted the Assignee a security interest in the Trademarks on the terms and conditions set forth in the Agreement;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in the Agreement, the parties hereto hereby agree as follows:

The Assignor hereby assigns, conveys and transfers unto the Assignee, on the terms and conditions contained in the Agreement, and as additional security for all Obligations (as defined in the Agreement), all of the Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registration thereof as indicated in Exhibit A; provided, however, that until demand has been made for repayment of all Obligations (as defined in the Agreement) or until the occurrence or existence of a default by Assignor (as defined in the Agreement), the Assignor may continue to use the Trademarks in its business as if it had not made this Assignment.

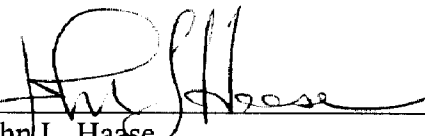
WITNESS:



Salvatore V. Vitrano


Robert M. Mulé

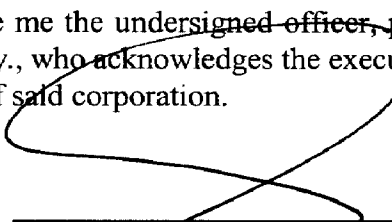
PHOENIX PRODUCTS COMPANY

By: 

Name: John L. Haase
Title: President
Duly Authorized

STATE OF CONNECTICUT :
 : ss. Hartford
COUNTY OF HARTFORD :
 :

On this 29th day of April, 2003, before me the undersigned officer, personally appeared John L. Haase, , President of Phoenix Products, Company., who acknowledges the execution of this Agreement to be his free act and deed and the free act and deed of said corporation.



Salvatore V. Vitrano
Commissioner of the Superior Court

EXHIBIT A

US Registration Number	Date	Mark
2,222,931	February 9, 1999	Super Erace
2,244,569	May 11, 1999	Amkote
2,307,060	January 11, 2000	DLM