

10-10-03

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

10-10-2003

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



102699659

Send original documents or copy thereof.

To the Honorable Commissione

1. Name of conveying party(ies):
SMART PAPERS, LLC

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

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

2. Name and address of receiving party(ies)
Name: CONGRESS FINANCIAL CORPORATION
(Florida)

Street Address: 777 Brickell Avenue
City: Miami State: FL Zip: 33131

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State of Florida
 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 Amendment No. 1

Execution Date: 08/05/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
2,674,078

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Otterbourg, Steindler, Houston
& Rosen, P.C.
Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Preston R. Cappello
Name of Person Signing

Preston R. Cappello October 9, 2003
Signature Date

Total number of pages including cover sheet, attachments, and document: 1

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

10/14/2003 LABELER 00000092 2574078

01 FC:0521

40.00

TRADEMARK
REEL: 002842 FRAME: 0150

**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of August 5, 2003 by and between SMART PAPERS, LLC., a Delaware limited liability company ("Debtor"), with its chief executive office at 601 North B Street, Hamilton, Ohio 45013 and CONGRESS FINANCIAL CORPORATION (Florida), a Florida corporation ("Secured Party"), having an office at 777 Brickell Avenue, Miami, Florida 33131. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meaning given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated February 9, 2001 (the "Trademark Security Agreement") recorded with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future Trademarks and Trademark applications of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision from the Trademark Security Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

SMART PAPERS, LLC.

By: 

Title: EVF r CFO

CONGRESS FINANCIAL CORPORATION (FLORIDA)

By: _____

Title: _____

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

SMART PAPERS, LLC.

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION (FLORIDA)

By:  _____

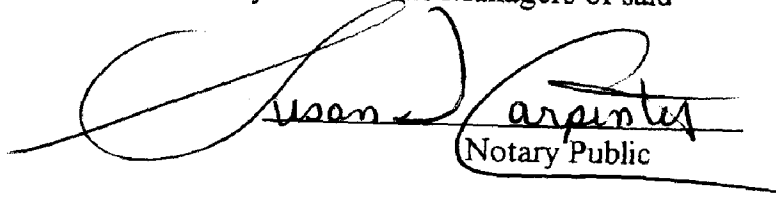
Title: A.V.P.

STATE OF Ohio)

COUNTY OF Butler)

ss.:

On this 5th day of August , 2003, before me personally came Bruce Silberman to me known, who being duly sworn, did depose and say, that he is the CFO of Smart Papers, LLC., the Limited Liability Company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Managers of said corporation.


Susan Carpenter 7-25-06
Notary Public

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

ss.:

On this 5th day of August, 2003, before me personally came JOSEPH BLASETTI to me known, who being duly sworn, did depose and say, that he/she is the A.V.P. of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.


Notary Public



Rhonda S. Mahaffey
MY COMMISSION # DD160796 EXPIRES
November 6, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

**EXHIBIT A
TO
AMENDMENT NO. 1 TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS

NAME	REGISTRATION NUMBER
Smart Papers	2,674,078