

Jul. 2. 2004 9:55AM

FORM PTO-1594 (Modified)  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

|  |   |
|--|---|
| <p>1. Name of conveying party(ies):<br/><br/>International Filing Company</p>  | <p>2. Name and address of receiving party(ies):<br/><br/>International Filing Company, LLC<br/>2 Tabas Lane<br/>Exton, Pennsylvania 19341-2753</p> <p><input type="checkbox"/> Individual(s) citizenship:<br/><input type="checkbox"/> Association:<br/><input type="checkbox"/> General Partnership:<br/><input type="checkbox"/> Limited Partnership:<br/><input checked="" type="checkbox"/> Corporation-State: Delaware Corporation<br/><input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p> |
| <p>3. Nature of conveyance:<br/><br/><input type="checkbox"/> Assignment                    <input type="checkbox"/> Merger<br/><input type="checkbox"/> Security Agreement       <input type="checkbox"/> Change of Name<br/><input checked="" type="checkbox"/> Other: Correction To Recordation of Security Agreement per TMEP 503.06(c): Security Agreement Incorrectly Recorded Against Another Owner's Registration. Note that due to a typographical error, the security agreement recorded at reel/frame 0949/304 (4/8/1993) references Reg. No. 1495791 when it should have referenced Reg. No. 1496791 owned by Asahi/America. Neither the current owner of Reg. No. 1495791 (International Filing Company) nor the record owner at the time of the recordation (Century Index Corp.) were parties to the transaction recorded at reel/frame 0949/304). For reference, a copy of the incorrect recordation is submitted herewith.</p> <p>Execution Date: <u>June 30, 2004</u><br/>Effective Date: <u>June 30, 2004</u></p> | <p>B. Trademark Registration No.(s):<br/><br/>1495791</p>   |
| <p>4. Application number(s) or registration number(s):<br/><br/>A. Trademark Application No.(s):</p>   | <p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41) \$ <u>40.00</u><br/><br/><input type="checkbox"/> Check enclosed.<br/><input checked="" type="checkbox"/> Authorized to charge to deposit account.</p> <p>8. Deposit account number:<br/><br/>13-4520</p>   |
| <p>5. Name and address of party to whom correspondence document should be mailed:<br/><br/>Jake D. Feldman<br/>Attn: TMSU<br/>Morgan, Lewis &amp; Bockius LLP<br/>1111 Pennsylvania Avenue N.W.<br/>Washington, D.C. 20036</p> <p>Telephone: 202-739-5292<br/>Facsimile: 202-739-3001<br/>E-Mail: jfeldman@morganlewis.com</p>   |   |

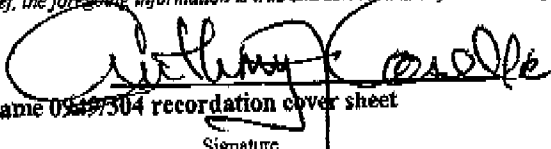
**DO NOT USE THIS SPACE**

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.

Anthony J. Casella\*\*

Original signatory to reel/frame 0949/304 recordation cover sheet

Name of Person Signing



Signature

July 2 2004

Date

Total number of pages including cover sheet, attachments and document: 9

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):

Asahi/America, Inc.

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

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

2. Name and address of receiving party(ies):

Name: UStTrust

Internal Address: \_\_\_\_\_

Street Address: 141 Portland Street

City: Cambridge State: MA ZIP: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State MA (Banking Corporation)
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 31, 1993

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1,104,235;

1,692,986; 1,159,802; 1,097,279;  
1,490,167; 1,476,856; 1,307,640;  
1,461,915; 1,176,978, 1,660,378;  
1,495,791; 1,690,803; 1,119,838;

Additional numbers attached?  Yes  No

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

Name: Anthony J. Casella

Internal Address: Casella & Hespos

Street Address: 274 Madison Avenue,

(Suite 1703)

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41):..... \$ 59.00

Enclosed

If necessary,  Authorized to be charged to \_\_\_\_\_ account

8. Deposit account number:

03-1030

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

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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.

Anthony J. Casella

Name of Person Signing

Anthony J. Casella  
89437017

Signature

4/8/93 86m

Date

Total number of pages comprising cover sheet: 1

Registration No.

1,590,566

1,284,314

1,304,821

1,634,736

1,490,166

1,176,688

1,297,542

1,541,524

1,640,905

1,690,802

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SECURITY AGREEMENT  
COLLATERAL ASSIGNMENT OF TRADEMARKS

Asahi/America, Inc., a Massachusetts corporation with a principal place of business at 19 Green Street, Malden, Massachusetts ("Borrower"), to secure payment and performance of all of its obligations to USTrust, having its principal place of business at 141 Portland Street, Cambridge, Massachusetts (the "Secured Party"), whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (hereinafter referred to as the "Obligations") hereby grants to the Secured Party a security interest in and collateral assignment of all its rights, title and interest in and to all of its trademarks and pending trademark registrations, and right to use trademarks, including without limitation the registered trademarks and pending trademark registrations set forth on Exhibit "A" attached hereto (as the same may be amended pursuant hereto from time to time) and all trademarks, reissues, re-examinations and rights to use trademarks hereafter acquired, continuations, partial continuations, divisions, and any registrations thereof and applications therefor ("Trademarks"), and all proceeds thereof, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, as well as all rights to damages or profits due or accrued under any existing or future licenses or royalty agreements or arising out of past, present or future infringement of the Trademarks or injury to said goodwill, together with the right to sue or recover the same in the Secured Party's name.

Borrower represents and warrants to and agrees with the Secured Party as follows:

1. The security interest in the Trademarks and related interests granted herein is a reaffirmation of the security interest previously granted by Borrower to Secured Party pursuant to Section 6-17 of that certain Loan and Security Agreement between Secured Party and Borrower dated November 13, 1989, as supplemented and confirmed, and secures the payment and performance of all Borrower's liabilities and obligations to Secured

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Party of every kind and description, due or to become due, absolute or contingent, direct or indirect, regardless of how they arise, or by what agreement or instrument they may be evidenced, including obligations to perform acts and refrain from taking action as well as obligations to pay money (all hereinafter called "Liabilities").

2. The Trademarks shall be security for all Liabilities. Until all Liabilities have been fully satisfied, Secured Party's security interest in the Trademarks shall continue in full force and effect and Secured Party will at all times have the right to exclusive possession of the Trademarks and registrations for the use of the marks on the goods for which the Trademarks have been registered. In addition to the rights set forth herein, with respect to all Trademarks, Secured Party shall have all of the rights and remedies set forth in the aforesaid Loan and Security Agreement and all of the rights and remedies provided in the Uniform Commercial Code.

3. Borrower represents, warrants and covenants that (a) Borrower is the lawful owner of the Trademarks and has the sole right and lawful authority to deliver this instrument; (b) the Trademarks and every part thereof are and will be free and clear of all security interests, liens, and encumbrances of every kind, nature and description other than in favor of the Secured Party and Borrower will warrant and defend the Trademarks against the claims and demands of all persons; (c) Borrower will keep the Trademarks free and clear of all attachments, levies, taxes, liens, security interests and encumbrances of every kind and nature; (d) Borrower will not without Secured Party's prior written consent (which consent shall not be unreasonably withheld) sell, assign, mortgage, lease, license or otherwise dispose of any of the Trademarks; (e) Borrower will indemnify and save Secured Party harmless from all loss, costs, damage, liability, or expense including reasonable attorneys' fees that Secured Party may sustain or incur by reason of defending or protecting this security interest or the priority thereof or enforcing the Liabilities, or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with the agreement and/or the Liabilities and/or the Trademarks; (f) Exhibit A contains a complete and comprehensive list of all Trademarks owned by

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Borrower or in which Borrower has an interest, whether by license or otherwise, and Borrower will provide Secured Party with written notice of Borrower's application for any United States trademark registrations with the United States Patent Office or otherwise, in addition to those listed in Exhibit A and of any changes in existing Trademarks or registrations therefore, and shall cooperate with Secured Party to enable it to perfect its security interest in any Trademarks, applications or changes or modifications or enhancements of any nature to existing Trademarks and Borrower hereby grants to Secured Party a power of attorney to so modify Exhibit A to include any such future Trademarks, applications or changes to existing Trademarks; (g) there has been no judicial or administrative decision adverse to the existence of any of the Trademarks or to Borrower's rights in any of the Trademarks, and Borrower shall act to prosecute or defend (as the case may be) any actions involving title or ownership of such Trademarks or Borrower's rights in such Trademarks or any infringement or alleged infringement thereof or thereby.

4. Borrower shall provide Secured Party from time to time with a listing of all licensors and sublicensees, including addresses thereof, of the Trademarks and on request of Secured Party shall provide conformed copies of any and all sublicenses and royalty agreements or other documents and agreements relating to the Trademarks. At any time after default, Secured Party may notify any sublicensee of Borrower to make royalty or any other payments related to the Trademarks directly to Secured Party.

5. Secured Party may, at its option, discharge any taxes, liens, security interests or other encumbrances at any time levied or placed on the Trademarks and Secured Party may pay for the maintenance and preservation of the Trademarks and Borrower will reimburse Secured Party on demand for any payment made or any expense incurred by Secured Party to the foregoing authority, with interest at the rate provided in the Loan and Security Agreement.

6. Borrower and Secured Party agree to execute, acknowledge and deliver all further instruments and documents including, but not limited to, such financing statements and/or duplicate counterparts to this agreement,

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and any other such notices, or filings or registrations as may be required to perfect Secured Party's security interest in the Trademarks, and take all such further action which may be necessary or appropriate in order to carry out the intentions and purposes of this Agreement.

IN WITNESS WHEREOF, Borrower and Secured Party have caused this Agreement to be executed by their duly authorized officers as of this 31st day of March, 1993.

ASAHI/AMERICA, INC.

By: Leslie B. Lewis  
Leslie B. Lewis, President

UStrust

By: \_\_\_\_\_

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Commonwealth of Massachusetts

Suffolk, ss

MARCH 31, 1993

The personally appeared the above-named Leslie L. Lewis, the President of Asahi/America, Inc., who being duly sworn stated that he is the duly authorized officer of Asahi/America, Inc. and acknowledged the foregoing instrument to be his free act and deed of Asahi/America, Inc., before me.

Patricia A. Lantz  
Notary Public  
My commission expires March 30, 1995

Commonwealth of Massachusetts

Suffolk, ss

March 31, 1993

The personally appeared the above-named Michael McGinn, the Vice President of UStrust, who being duly sworn stated that he is the duly authorized officer of UStrust and acknowledged the foregoing instrument to be his free act and deed of UStrust, before me.

Patricia A. Lantz  
Notary Public  
My commission expires March 30, 1995

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DAPHNE HAMMOND &amp; ASSOCIAT

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EXHIBIT A

| <u>Trademark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u>  |
|------------------|-----------------|------------------|--|
| "A" logo         | 1,104,235       | 10/17/78         | Renewal Date: 10/17/98                               |
| AIR-PRO          | 1,692,986       | 6/9/92           | Aff. of Use: 6/9/97-98<br>Renewal Date: 6/9/2002     |
| A-STAR DESIGN    | 1,159,802       | 7/7/81           | Renewal Date: 7/7/2001                               |
| ASAHI/AMERICA    | 1,097,279       | 7/25/78          | Renewal Date: 7/25/98                                |
| BUCKLE CLIP      | 1,490,167       | 5/31/88          | Aff. of Use: 5/31/93-94<br>Renewal Date: 5/31/2008   |
| DOGBONE          | 1,476,856       | 2/16/88          | Aff. of Use: 2/16/93-94<br>Renewal Date: 2/16/2008   |
| DUO-BLOC         | 1,308,640       | 12/11/84         | Renewal Date: 12/11/2004                             |
| DUO-PRO          | 1,461,915       | 10/20/87         | Aff. of Use: 10/20/92-93<br>Renewal Date: 10/20/2000 |
| ELECTROMNI       | 1,176,978       | 11/10/81         | Renewal Date: 11/10/2000                             |
| EYE              | 1,660,378       | 10/8/91          | Aff. of Use: 10/8/96-97<br>Renewal Date: 10/8/2001   |
| LABCOCK          | 1,495,791       | 7/19/88          | Aff. of Use: 7/19/93-94<br>Renewal Date: 7/19/2008   |
| MEGA PRO         | 1,690,803       | 6/2/92           | Aff. of Use: 6/2/97-98<br>Renewal Date: 6/2/2002     |
| OMNI             | 1,149,838       | 3/31/81          | Renewal Date: 3/31/2001                              |
| OMNIMATIC        | 1,590,566       | 4/10/90          | Aff. of Use: 4/10/95-96<br>Renewal Date: 4/10/2000   |
| PROLINE          | 1,284,314       | 7/3/84           | Renewal Date: 7/3/2004                               |
| PROWELD          | 1,304,821       | 11/13/84         | Renewal Date: 11/13/2004                             |
| QUARTERMASTER    | 1,634,736       | 2/12/91          | Aff. of Use: 2/12/96-97<br>Renewal Date: 2/12/2001   |
| SPIDER CLIP      | 1,490,166       | 5/31/88          | Aff. of Use: 5/31/93-94<br>Renewal Date: 5/31/2008   |

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|----------------------------|-------------|---------|---------------|------------|
| SUPERCHECK                 | 1,176,688   | 11/3/81 | Renewal Date: | 11/3/2001  |
| SUPER-PROLINE              | 1,297,542   | 9/25/84 | Renewal Date: | 9/25/2004  |
| SUPER VALVE,<br>AND DESIGN | 1,541,524   | 5/30/89 | Aff. of Use:  | 5/30/94-95 |
|                            |             |         | Renewal Date: | 5/30/2009  |
| TEKWELD                    | 1,640,905   | 4/9/91  | Aff. of Use:  | 4/9/96-97  |
|                            |             |         | Renewal Date: | 4/9/2001   |
| ULTRA PRO                  | 1,690,802 . | 6/2/92  | Aff. of Use:  | 6/2/97-98  |
|                            |             |         | Renewal Date: | 6/2/2002   |

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