

8102104

08-02-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

J.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office



REC  
TNO 102805067

8-2-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

BLUE IP, INC

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

Citizenship (see guidelines) DELAWARE

Execution Date(s) JULY 26, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: GENERAL ELECTRIC CAPITAL CORP

Internal

Address:

Street Address: 201 MERRITT 7, 3RD FL

City: NORWALK

State: CT

Country: USA Zip: 06851

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship DELAWARE

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: ELLEN M. ALLEN

Internal Address:

Street Address: OTTERBOURG, STEINDLER,  
HOUSTON & ROSEN, P.C. 230 PARK AVE

30TH FL

City: NEW YORK CITY

State: NY Zip: 10169

Phone Number: 212-661-9100 ext. 865

Fax Number: 212-682-6104

Email Address: EALLEN@OSHR.COM

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Ellen M Allen*  
Signature

7/30/04  
Date

ELLEN M. ALLEN

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/03/2004 ECOOPER 00000005 2730464

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40.00 IP

02 FEB 2005

TRADEMARK  
REEL: 003022 FRAME: 0210

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

The following trademarks are owned by Blue IP, Inc.:

TRADEMARKS (with Application/Registration numbers, as applicable)

COMPU-CUT SLITTER, U.S. Reg. No. 2,738,464

FLAT WRAP, U.S. Reg. No. 2,436,512

HERMAN, U.S. Reg. No. 882,460

HERR-VOSS, U.S. Reg. No. 1,082,278

H-V, U.S. Reg. No. 2,412,819

MANIPULET, U.S. Reg. No. 616,153

MATCHMASTER, U.S. Reg. No. 824,000

SOF-LOC, U.S. Reg. No. 689,449

STAMCO, U.S. Reg. No. 186,178

STRAND EXTENSIONER, U.S. Reg. No. 1,491,954

LION HEAD Design, U.S. Reg. No. 1,328,050, assigned to New Monarch Machine Tools, Inc. on February 11, 2002.

MONARCH, U.S. Reg. No. 886,680; assigned to New Monarch Machine Tools, Inc. on February 11, 2002.

MONARCH, U.S. Reg. No. 1,328,051, assigned to New Monarch Machine Tools, Inc. on February 11, 2002.

TRADEMARK APPLICATIONS

COMPU-SET SLITTER. Registration Pending, Application No. 76/336211

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 26<sup>th</sup>, 2004, by between BLUE IP, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BLUE IP, INC.**

By: *Walter W. Strassik*  
Name: Walter W. Strassik  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:


**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: *Philip J. Capra*  
Name: Philip J. Capra  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS.

On this 26<sup>th</sup> day of July, 2004 before me personally appeared WALTER W. STASIK proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BLUE IP, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

ELLEN M. ALLEN  
Notary Public, State of New York  
No. 6145067123  
Qualified in Albany County  
Commission Expires 2006

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