

10-15-2004

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

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECOR
TR

102859569

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):

Mearthane Products Corporation

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

Citizenship (see guidelines) Rhode Island

Execution Date(s) September 20, 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: Fleet National Bank

Internal Address: Mail Stop: RI DE 03302L

Street Address: 111 Westminster Street

City: Providence

State: Rhode Island

Country: USA Zip: 02903

- Association
- General Partnership
- Limited Partnership
- 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)

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

A. Trademark Application No.(s)

See Exhibit "A" attached hereto and incorporated herein by reference

B. Trademark Registration No.(s)

See Exhibit "B" attached hereto and incorporated herein by reference

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: Nadeau & Simmons, P.C.

Internal Address: James V. Kelly

Street Address: 56 Pine Street

City: Providence

State: Rhode Island Zip: 02903

Phone Number: 401-272-5800

Fax Number: 401-272-5858

Email Address: jkelly@nadeausimmons.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- 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:

James V. Kelly

Signature

Date

10/14/2004

01 FC:8521
02 FC:8522

BYRNE

00000139 76425568

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents 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

EXHIBIT A**TO RECORDATION FORM COVER SHEET-PTO 1594**

<u>Application No.</u>	<u>Country</u>	<u>Filed Date</u>	<u>Description</u>	<u>Status</u>
76/425,568	USA	06/25/2002	DWARFS	Allowed
78/160,925	USA	09/05/2002	STREET FIGHT	Allowed
78/160,929	USA	09/05/2002	BLACK TRACK	Allowed
78/174,987	USA	10/16/2002	VT	Pending
78/184,413	USA	11/13/2002	IT'LL STOP YOU COLD	Allowed
78/203,482	USA	01/15/2003	Rat Design	Allowed
78/203,492	USA	01/15/2003	RINK RAT	Allowed
78/306,479	USA	09/29/2003	SOFT HEART HARD BODY	Pending

EXHIBIT B**TO RECORDATION FORM COVER SHEET-PTO 1594**

<u>Mark No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Description</u>	<u>Status</u>
0,806,162	USA	03/29/1966	Mearthane	Registered
2,649,834	USA	11/12/2002	DURETHANE	Registered
2,803,736	USA	01/06/2004	HORNET	Registered
2,803,737	USA	01/06/2004	HOT SHOT	Registered
2,805,867	USA	01/13/2004	MTECH	Registered
2,814,277	USA	02/10/2004	MPC	Registered
2,858,912	USA	06/29/2004	Rat Design	Registered
2,861,343	USA	07/06/2004	RINK RAT	Registered

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 20 day of September, 2004, by and between **Mearthane Products Corporation**, a Rhode Island corporation with its principal place of business at 16 Western Industrial Drive, Cranston, Rhode Island 02921 (the "Grantor"), and **FLEET NATIONAL BANK**, a national banking association organized and existing under the laws of the United States of America, and having an office at 111 Westminster Street, Providence, Rhode Island 02903 (the "Grantee").

W I T N E S S E T H

WHEREAS, the Grantor and the Grantee are parties to a certain Revolving Line of Credit and Term Loan Agreement and an EX-IM Facility Loan Agreement (collectively the "Loan Agreement"), both dated as of August 11, 2004;

WHEREAS, in connection with the Loan Agreement the Grantor has executed and delivered to Grantee a certain \$685,000.00 Term Promissory Note (the "Term Note"), a certain \$2,000,000.00 Line of Credit Promissory Note (the "Domestic Line Note"), and a certain \$1,000,000.00 Promissory Note (the "Ex-Im Line Note"), all dated as of August 11, 2004 (said Term Note, Domestic Line Note, and Ex-Im Line Note, are referred to hereinafter individually and/or collectively as the "Note");

WHEREAS, in order to secure the Note the Grantor executed and delivered to the Grantee, among other things, certain Security Agreements, both dated as of August 11, 2004, and certain Trademark Collateral Assignments, both dated as of even date herewith (hereinafter collectively the "Security Documents"), granting the Grantee a security interest in all assets of the Grantor, including, without limitation, the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Security Documents; Security Documents Definitions. The Security Documents and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Documents.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, for the benefit of Grantee, and hereby reaffirms its prior grant, pursuant to the Security Documents, of a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined

in the Security Documents), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademark (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Grantor. If, before the Obligations shall have been satisfied in full and the Security Documents have been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Grantee prompt written notice thereof. Grantor hereby agrees that, upon Grantee's written request, Grantor will execute and deliver to Grantee one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Grantor.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Security Documents have been terminated in accordance with their terms.

5. Effect on Other Agreements; Cumulative Remedies. Grantor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement or the Security Documents but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Grantee with respect to the Trademarks, whether established hereby, by the Loan Agreement, by the Security Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE RHODE ISLAND UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF RHODE ISLAND, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL

BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY,
WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE
REMAINING PROVISIONS OF THIS MORTGAGE.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

Grantor:

WITNESS:

Mearthane Products Corporation

Tracey J. Clark

By: John A. Roderick
Print Name: John A. Roderick
Title: President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Before me, on the 20th day of September, 2004, before me personally appeared the within-named John A. Roderick, as the President of Mearthane Products Corporation, to me known and known by me to be the person executing the foregoing instrument in said capacity, and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of said corporation.

Maryann Andrews
Notary Public
My Commission Expires: 8/5/05

Accepted and Agreed to as of the date first written above:

Grantee:

FLEET NATIONAL BANK

By: Stephen J. Craven
Stephen J. Craven, Senior Vice President

Schedule A

to a Trademark Mortgage dated September ²⁰2004, from Mearthane Products Corporation to Fleet National Bank

<u>Mark No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Description</u>	<u>Status</u>
0,806,162	USA	03/29/1966	Mearthane	Registered
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78/174,987	USA	10/16/2002	VT	Pending
78/184,413	USA	11/13/2002	IT'LL STOP YOU COLD	Allowed
78/203,482	USA	01/15/2003	Rat Design	Allowed
78/203,492	USA	01/15/2003	RINK RAT	Allowed
78/306,479	USA	09/29/2003	SOFT HEART HARD BODY	Pending