

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Middle Atlantic Products, Inc.		09/29/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	695 Route 46		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07004		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2122694	DATATEL	
<b>Serial Number:</b>	76633598	MA	
<b>Serial Number:</b>	76615481	RACKTOOLS	
<b>Serial Number:</b>	76644681	MA MIDDLE ATLANTIC PRODUCTS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(908)722-0755		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	908-722-0700		
<b>Email:</b>	ipdept@nmmlaw.com		
<b>Correspondent Name:</b>	William R. Robinson		
<b>Address Line 1:</b>	721 Route 202-206		
<b>Address Line 2:</b>	2nd Floor		
<b>Address Line 4:</b>	Bridgewater, NEW JERSEY 08807		
<b>NAME OF SUBMITTER:</b>	William R. Robinson		
<b>Signature:</b>	/wrr/		

CH \$115.00 2122694

Date:

09/30/2005

**Total Attachments: 4**

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## TRADEMARK COLLATERAL ASSIGNMENT

MIDDLE ATLANTIC PRODUCTS, INC. (the "Assignor"), having an address of 6 North Corporate Drive, Riverdale, New Jersey 07457, does hereby grant to JPMORGAN CHASE BANK, N.A. (the "Assignee"), having an address at 695 Route 46, Fairfield, New Jersey 07004, a security interest in and a conditional assignment of the trademarks identified on Schedule A hereto and the goodwill symbolized thereby (the "Trademarks"), together with all the proceeds thereof. The interest in the collateral being assigned hereunder shall not be construed as a current assignment, but as an assignment to secure Assignor's obligations to Assignee under the Credit Agreement (as hereinafter defined) that will take effect only following the occurrence of an Event of Default (as hereinafter defined), and as a present grant of a security interest.

This Assignment is given as collateral security for all the Obligations, as such capitalized term is defined in the Credit Agreement dated the date hereof between the Assignor and the Assignee, as such Agreement may hereafter be amended, supplemented or replaced from time to time (the "Credit Agreement").

As used herein, the term "Event of Default" shall have the meaning ascribed to it in the Credit Agreement.

The Assignor shall not assign any of the Trademarks without the prior written consent of the Assignee; and any such assignment that is attempted without such consent shall be void. As provided in the Credit Agreement, any such assignment or attempted assignment without such consent constitutes an Event of Default.

The assignment effected hereby shall be governed by Article 9 of the Uniform Commercial Code as in effect in New York. Upon the occurrence of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein, as well as all other rights and remedies provided or allowed by the Credit Agreement, the other Facility Documents (as such term is defined in the Credit Agreement) or other applicable law.

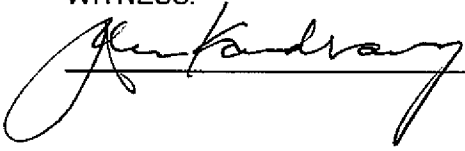
Upon payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignor such instruments of assignment, release and other instruments as may be necessary to terminate Assignee's security interest and conditional interest in the Trademarks (except to the extent that the Assignee shall have disposed of the same in accordance with applicable law following an Event of Default).

The Assignee shall have no duties with respect to the Trademarks, other than the duties expressly set forth herein and the duties of a secured party under the New York Uniform Commercial Code. Without limiting the generality of the foregoing, the Assignee shall have no duty to prosecute any action for trademark infringement against any person or entity. The Assignor shall indemnify the Assignee and hold the Assignee harmless against and from any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

29<sup>th</sup> day of Sept, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this

WITNESS:

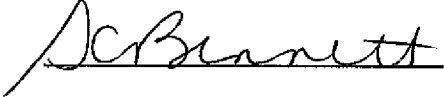
  
\_\_\_\_\_

MIDDLE ATLANTIC PRODUCTS, INC.

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

Robert J. Schluter  
President

WITNESS:

  
\_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

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

Ivan Harlow  
Vice President

TRADEMARK

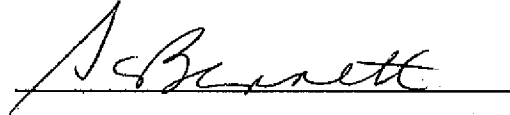
REEL: 003167 FRAME: 0844

STATE OF NEW JERSEY

SS:

COUNTY OF Somerset

On this 29 day of September, 2005, before me, the undersigned, personally appeared Robert J. Schluter, the President of Middle Atlantic Products, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he/she did acknowledge under oath that he/she signed and delivered the same in his/her capacity as such officer, that he/she was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.



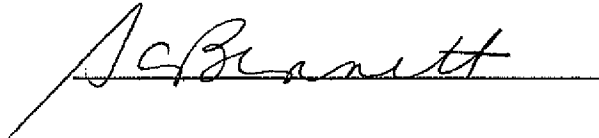
**Susan A. Bennett**  
Notary Public of New Jersey  
Commission Expires: 10/07/2008

STATE OF NEW JERSEY

SS:

COUNTY OF Somerset

On this 29 day of September, 2005, before me, the undersigned, personally appeared Ivan Harlow, the Vice President of JPMorgan Chase Bank, N.A., who I am satisfied, is the person who signed the foregoing instrument, and he/she did acknowledge under oath that he/she signed and delivered the same in his/her capacity as such officer, that he/she was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.



**Susan A. Bennett**  
Notary Public of New Jersey  
Commission Expires: 10/07/2008

TRADEMARK

REEL: 003167 FRAME: 0845

SCHEDULE A

TRADEMARK

REG./APP. NUMBER

REG./APP. DATE

Datatel

Reg. No. 2,122,694

December 23, 1997

MA (Stylized)

App. No. 76/633,598

March 16, 2005

RACKTOOLS

App. No. 76/615,481

October 8, 2004

MA Middle Atlantic

Products, Inc. & Design

App. No. 76/644,681

August 11, 2005