

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

P&H Solutions, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sovereign Bank

Internal

Address:

Street Address: 75 State Street

City: Boston

State: MA

Country: US Zip: 02109

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Bank 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 16, 2005

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

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)

2,631,530 2,728,710

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: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis Hwy
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1556

Fax Number: 703-415-1558

Email Address:

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

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

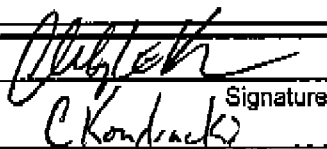
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature:


Signature
C Kondracki
Name of Person Signing

10/2/05
Date

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

September 16, 2005

THIS AGREEMENT is made among

SOVEREIGN BANK, a federal savings bank with an office at 75 State Street, Boston,
Massachusetts 02109 (the "Bank")

and

P&H SOLUTIONS, INC., a Delaware corporation with its principal executive offices at
320 Nevada Street, Newton, Massachusetts 02460 (hereinafter, "Grantor")

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** The Bank and the Grantor have entered in a certain Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "Loan Agreement") pursuant to which a credit facility has been established in favor of the Grantor and under which the Liabilities are to be secured by all of the Grantor's assets, including all Marks. Terms used herein which are defined in the Loan Agreement are used as so defined.

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Grantor hereby grants to and creates a security interest in favor of the Bank, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

A. All of the Grantor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

B. All renewals of any of the foregoing.

C. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

D. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

E. All of Grantor's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY GRANTOR:** The Grantor shall undertake the following with respect to each item respectively described in Sections 2.A and 2.B (collectively, the "Marks"):

A. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

B. At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

C. At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor deem desirable to protect the Marks, including, without limitation, but subject to Grantor's discretion, the prosecution and defense of infringement actions.

4. **GRANTOR'S REPRESENTATIONS AND WARRANTIES:** Grantor represents and warrants that:

A. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by Grantor.

B. All TM Collateral is and shall remain, free and clear of all liens, encumbrances, or security interests to any Person other than to the Bank.

C. The Grantor shall give the Bank written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Grantor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

(ii) The Grantor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

(iii) The Grantor's entering into any new trademark license agreement or service mark license agreement.

5. **AGREEMENT APPLIES TO FUTURE MARKS:**

A. The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.

B. The Grantor hereby authorizes the Bank (at the Grantor's expense) to take all such action to protect the Bank's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given

including, without limitation, amending Exhibit A hereto; provided, however, the Bank's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **GRANTOR'S RIGHTS TO ENFORCE MARKS:** Prior to the Bank's giving of notice to the Grantor following the occurrence of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Marks against encroachment by third parties; provided, however:

A. Grantor first provides the Bank with written notice of Grantor's intention to so sue for enforcement of any Mark.

B. Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

C. Following the occurrence and during the continuance of any Event of Default, the Bank, by notice to the Grantor may terminate or limit the Grantor's rights under this Section 6.

7. **BANK'S ACTIONS TO PROTECT MARKS:** In the event of

A. the Grantor's failure, within five (5) days of written notice from the Bank, to cure any failure by the Grantor to perform any of the Grantor's obligations set forth in Section 3; and/or

B. the occurrence and continuance of any Event of Default, the Bank, acting in its own name or in that of the Grantor, (shall or shall authorize the Grantor) to act in the Grantor's place and stead and/or in the Bank's own right in connection therewith.

All of the reasonable costs and expenses related to the foregoing shall be paid by the Grantor

8. **RIGHTS UPON DEFAULT:** During the continuance of any Event of Default, the Bank may (at the Grantor's sole cost and expense) exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and is continuing and that the Bank is authorized to exercise such rights and remedies.

9. **BANK AS ATTORNEY IN FACT:**

A. The Grantor hereby irrevocably constitutes and designates the Bank as and for the Grantor's attorney in fact, effective during the continuance of any Event of Default:

(i) To exercise any of the rights and powers of the Grantor referenced herein.

(ii) To execute all such instruments, documents, and papers as the Bank determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

B. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until all Liabilities have been paid in full and all obligations of the Bank to extend any further accommodations to Grantor shall be terminated.

C. The Bank shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.A, but if the Bank elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Bank has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. BANK'S RIGHTS:

A. Any use by the Bank of the Marks, as authorized hereunder in connection with the exercise of the Bank's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

B. None of this Agreement or any other Loan Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Bank any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

11. **INTENT:** This Agreement supplements the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Bank shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12. CHOICE OF LAWS: THIS AGREEMENT SHALL TAKE EFFECT AS A SEALED INSTRUMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

[REMAINDER OF PAGE OF INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Bank respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SOVEREIGN BANK

By: 

Name: ESTEBAN A. APRONDA

Title: VICE - PRESIDENT

P&H SOLUTIONS, INC.

By: 

Name: William T. Sobo, Jr.

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Grantor and the Bank respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SOVEREIGN BANK

By: _____

Name: _____

Title: _____

P&H SOLUTIONS, INC.

By: *Ralph Danzelmaier*

Name: *RALPH DANZELMAIER*

Title: *PRESIDENT*

State of Massachusetts
County of Hudon

On this 16th day of September, 2005, before me, the undersigned notary public, personally appeared Belme M. Mass. Drivers License; proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Prosecht for P&H SOLUTIONS, INC.

Witness my hand and seal this 16th day of September, 2005.

[Signature]

Notary Public 5/09

My Commission Expires:

State of Massachusetts
County of _____

On this _____ day of September, 2005, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ for SOVEREIGN BANK.

Witness my hand and seal this _____ day of September, 2005.

Notary Public

My Commission Expires:

State of Massachusetts
County of _____

On this _____ day of September, 2005, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ for P&H SOLUTIONS, INC.

Witness my hand and seal this _____ day of September, 2005.

Notary Public

My Commission Expires:

State of Massachusetts
County of Suffolk

On this 16th day of September, 2005, before me, the undersigned notary public, personally appeared Esteban Alondo, proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice-President for SOVEREIGN BANK.

Witness my hand and seal this 16th day of September, 2005.

Mary D. Spiri

Notary Public Mary D. Spiri

My Commission Expires: 5/29/09

EXHIBIT A

Grantor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
CorPoint	2631530	October 8, 2002
Politzer & Haney	2728710	June 24, 2003
P&H Solutions	pending	

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