

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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):

Moss Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- State: Maine  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) December 21, 2005

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: Massachusetts Mutual Life Insurance Company

Internal

Address: c/o Babson Capital Management LLC

Street Address: 1500 Main Street, Suite 2200

City: Springfield

State: MA

Country: \_\_\_\_\_ Zip: 01115

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☐ Corporation      Citizenship \_\_\_\_\_  
☒ Other Insurance Co.      Citizenship Massachusetts

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)

1539372

Additional sheet(s) attached? ☐ Yes ☒ No

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

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

Name: Nicole M. Pappa

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford

State: CT      Zip: 06103

Phone Number: (860) 240-2834

Fax Number: (860) 240-2518

Email Address: nicole.pappa@bingham.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

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

### 8. Payment Information:

a. Credit Card      Last 4 Numbers 8823

Expiration Date 10/07

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

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

### 9. Signature:

Nicole M. Pappa  
Signature

12/28/2005

Date

Nicole M. Pappa

Name of Person Signing

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

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

OP \$40.00 1539372

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TRADEMARK  
REEL: 003244 FRAME: 0687

**CONTINUATION OF RECORDATION FORM COVER SHEET****2. Name and address of receiving party(ies)**

Additional names, addresses or citizenship attached

☒ Yes  
☐ No

Name: C.M. Life Insurance Company

Internal address: c/o Babson Capital Management LLC

Street Address: 1500 Main Street, Suite 2200

City: Springfield State: MA Zip: 01115

- ☐ Individual(s) citizenship \_\_\_\_\_
- ☐ Association \_\_\_\_\_
- ☐ General Partnership \_\_\_\_\_
- ☐ Limited Partnership \_\_\_\_\_
- ☐ Corporation-State \_\_\_\_\_
- ☒ Other Connecticut Corporation \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes ☐ No ☐

(Designations must be a separate document form assignment)

Name: MassMutual Corporate Investors

Internal address: c/o Babson Capital Management LLC

Street Address: 1500 Main Street, Suite 2200

City: Springfield State: MA Zip: 01115

- ☐ Individual(s) citizenship \_\_\_\_\_
- ☐ Association \_\_\_\_\_
- ☐ General Partnership \_\_\_\_\_
- ☐ Limited Partnership \_\_\_\_\_
- ☐ Corporation-State \_\_\_\_\_
- ☒ Other Massachusetts Business Trust \_\_\_\_\_

**CONTINUATION OF RECORDATION FORM COVER SHEET****2. Name and address of receiving party(ies)**

Additional names, addresses or citizenship attached

☐ Yes  
☒ No

Name: MassMutual Participation Investors

Internal address: c/o Babson Capital Management LLC

Street Address: 1500 Main Street, Suite 2200

City: Springfield State: MA Zip: 01115

- ☐ Individual(s) citizenship \_\_\_\_\_
- ☐ Association \_\_\_\_\_
- ☐ General Partnership \_\_\_\_\_
- ☐ Limited Partnership \_\_\_\_\_
- ☐ Corporation-State \_\_\_\_\_
- ☒ Other Massachusetts Business Trust \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes ☐ No ☐

(Designations must be a separate document form assignment)

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2005; by and between Moss Inc., a Maine corporation (the "Grantor"), in favor of the other parties identified on the signature pages hereto (such parties, together with their successors and assigns, the "Noteholders").

### WITNESSETH

WHEREAS, Grantor is a party to that certain Note and Warrant Purchase Agreement dated as of December 21, 2005, by and among Moss Holding Company, a Delaware corporation, the Grantor, and the Noteholders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), pursuant to which the Noteholders agreed to purchase the Notes (as defined in the Note Purchase Agreement) and to extend other financial accommodations to the Grantor; and

WHEREAS, pursuant to the Note Purchase Agreement, Grantor is required to execute and deliver to the Noteholders, 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:

**SECTION 1. DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or the Security Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Noteholders and grants to the Noteholders, a lien on and security interest in all of its title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

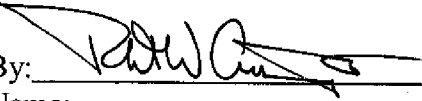
- (a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations, or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I.

**SECTION 3. SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Noteholders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholders 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.

**[Remainder of page intentionally left blank; signature page follows]**

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.

MOSS INC., as Grantor

By: 

Name: Robert W. Armstrong, III  
Title: CFO and Treasurer

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

On December \_\_, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity on behalf of Moss Inc., and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

{seal}

*[Signature page to Moss, Inc. Trademark Security Agreement]*

TRADEMARK  
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ACCEPTED AND ACKNOWLEDGED BY:

**MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY**

By: Babson Capital Management LLC  
as Investment Adviser

PSM

By: 

Name:

Title:

**C.M. LIFE INSURANCE COMPANY**

By: Babson Capital Management LLC  
as Investment Sub-Adviser

PSM

By: 

Name:

Title:

[Signature page to Moss Inc. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003244 FRAME: 0693**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Country</u>
Moss	1539372	US

TRADEMARK APPLICATIONS

None