

02-03-2006

RECORD
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To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Superwinch, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Connecticut
- 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: TD Banknorth, N.A.

Internal _____

Address: _____

Street Address: 2461 Main Street

City: Glastonbury

State: Connecticut

Country: USA Zip: 06033-6509

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship United States

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) 12/30/05

- 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)

See attached Schedule A

Additional sheet(s) attached? Yes No

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

See attached Schedule A.

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

Name: R. Kevin King, Sr. Vice President

Internal Address: _____

Street Address: 2461 Main Street

City: Glastonbury

State: Connecticut Zip: 06033-6509

Phone Number: (860) 652-6550

Fax Number: (860) 659-1396

Email Address: Russell.King@TDBanknorth.com

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 _____

Authorized User Name _____

9. Signature:

Jane F. Korwek
Signature

1/25/06
Date

Jane F. Korwek

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

01/30/2006 DBYRNE 00000005 1105048

01 FC:0521
02 FC:0522

Document 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

SCHEDULE A

1. SUPERWINCH (design) Registration No. 1,105,048, Issued 10/31/78.
2. SUPERWINCH (word) Registration No. 2,895,813, Issued 7/20/04.

TRADEMARK
SECURITY AGREEMENT

This Trademark Security Agreement made as of this 30th day of December, 2005 (the "**Agreement**"), by and between **SUPERWINCH, INC.**, a Connecticut corporation with a mailing address of 145 Park Road, Putnam, Connecticut 06260 (the "**Borrower**") and **TD BANKNORTH, N.A.**, a national banking association with an office at 2461 Main Street, Glastonbury, Connecticut 06033-6509 (the "**Lender**").

RECITALS

1. Lender is today making certain loans and financial accommodations to Borrower (the "**Loans**") pursuant to a certain Loan and Security Agreement of even date herewith by and among the Lender and the Borrower (the "**Loan Agreement**").
2. As additional security for the obligations of Borrower to Lender pursuant to the Loan Agreement and the transactions contemplated thereby, Borrower is entering into this Agreement.
3. Capitalized terms that are used in this Agreement but not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

AGREEMENT

1. Incorporation of Loan and Security Agreement. The Loan Agreement and the definitions and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto.
2. Grant of Security Interest. To secure the complete and timely payment of all of the Obligations of the Borrower to Lender now or hereafter existing from time to time, Borrower hereby pledges and grants to Lender a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Collateral**"):
 - a. all of its Trademarks (as defined below) to which it is a party including those referred to on Schedule A, attached 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 (as defined below); and
 - d. all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark and injury to the goodwill associated with any Trademark.
3. Representations and Warranties. Borrower represents and warrants that:
- a. Borrower does not have any interest in, or title to, any trademark except as set forth in Schedule A (the “Trademarks”);
 - b. Borrower is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge, assignment or encumbrance, except as described on Schedule A;
 - c. the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - d. each of the Trademarks is valid and enforceable;
 - e. no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
 - f. Borrower has used, and will continue to use proper statutory notice in connection with its use of the Trademarks;
 - g. Borrower has the unqualified right to enter into this Agreement and perform its terms;
 - h. this Agreement has been duly executed and delivered to Lender by Borrower and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
 - i. this Agreement creates a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of Lender in all of Borrower's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Borrower;
 - j. upon filing of this Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements pursuant to the Loan Agreement, all action necessary or desirable to protect and perfect Lender’s lien on Borrower's Trademarks shall have been duly taken; and

- k. the execution, delivery and/or performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or Bylaws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.
4. Covenants. Borrower covenants and agrees with Lender that from and after the date of this Agreement:
- a. Borrower shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Borrower's ownership of any Trademark, its right to register the same, or to keep and maintain the same, the effect of which will have a material adverse effect on Borrower's business operations or financial condition.
 - b. In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Borrower shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's lien on such Trademark, and the general intangibles of Borrower relating thereto or represented thereby.
 - c. Borrower shall have the duty to prosecute diligently any trademark applications pending as of the date of this Agreement, to preserve and maintain all rights in the trademarks, the registration of trademarks and trademark applications.
 - d. In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Lender promptly after Borrower learns thereof. Borrower shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Collateral.
5. Security Agreement. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the

foregoing, Borrower hereby acknowledges and affirms that this Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan Agreement, and that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower for liquidation or reorganization, should Borrower become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
7. Notices. Any written notice required or permitted by this Agreement may be delivered by depositing it in the United States mail, postage prepaid, return receipt requested, or by recognized overnight courier service, charges prepaid, or by facsimile, addressed to Borrower or Lender at the addresses set forth at the beginning of this Agreement or such other address as may be provided from time to time by one party to the other parties.
8. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]

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

Witnesses:

Thomas B. Mitchell
Thomas B. Mitchell
ANNEMARIE C. BROWN
ANNEMARIE C. BROWN

SUPERWINCH, INC.

By: 

David J. Schramm
Its Chief Operating Officer and
Secretary
Duly Authorized

TD BANKNORTH, N.A.

By: 

R. Kevin King
Its Senior Vice President
Duly Authorized

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

16873.007399891.1

TRADEMARK
REEL: 003295 FRAME: 0256

STATE OF CONNECTICUT)

) ss. Hartford

December 29, 2005

COUNTY OF HARTFORD)

Before me, the undersigned, personally appeared David J. Schramm, known to me to be the Chief Operating Officer and Secretary of SUPERWINCH, INC., and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

Thomas B. Mitchell
Thomas B. Mitchell
Commissioner of the Superior Court
~~Notary Public~~
~~My Commission Expires:~~

STATE OF CONNECTICUT)

) ss. Hartford

December 30, 2005

COUNTY OF HARTFORD)

Before me, the undersigned, personally appeared R. Kevin King, known to me to be the Senior Vice President of TD BANKNORTH, N.A., and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed as such officer, and the free act and deed of said Bank.

In Witness Whereof, I hereunto set my hand.

Adam F. Kowch
Commissioner of the Superior Court
Notary Public
My Commission Expires:

ACKNOWLEDGEMENT PAGE TO TRADEMARK SECURITY AGREEMENT

COMPARATIVE CHART of MARKS as of DECEMBER 8, 2005

<u>Mark</u>	<u>Class 6</u>	<u>Class 7</u>	<u>Class 9</u>	<u>Class 12</u>	<u>Class 22</u>
SUPERWINCH Word Mark Status: Registered	METAL CABLES AND CHAINS FOR WINCHES; ROPES OF METAL; SHACKLES IN THE NATURE OF METAL CHAINS, METAL PULLEYS, METAL GRAB BLOCKS, METAL HOOKS, METAL GRAB HOOKS, AND SHACKLE BRACKETS	WINCHES AND PARTS THEREFORE; ELECTRIC WINCHES, HYDRAULIC WINCHES; WINCH REPAIR KITS PRIMARILY COMPOSED OF WINCH COMPONENT PARTS	ELECTRICAL, ELECTRONIC AND RADIO-CONTROLLED SWITCHES FOR WINCHES AND TRUCK TARP SYSTEMS	MOUNTING SYSTEMS FOR WINCHES, BUMPERS AND ACCESSORIES FOR USE ON LAND VEHICLES, NAMELY, GRILL GUARDS, BRUSH GUARDS, WINCH CARRIERS, FAIRLEADS, HAWSE FAIRLEADS, ROLLER FAIRLEADS, FAIRLEAD COVERS, FRONT AND REAR RECEIVER HITCHES, AND WHEEL HUBS FOR VEHICLES	STRAPPING, NAMELY STRAPS FOR HANDLING LOADS; TIE DOWN STRAPS AND STRAPS FOR TOWING; STRAPS FOR TREE STRAPPING
Original SUPERWINCH Design Logo Status: Registered	<i>Consider Filing.</i>	ELECTRIC WINCHES <i>Consider Expansion of the Class.</i>	<i>Consider Filing.</i>	<i>Consider Filing.</i>	<i>Consider Filing.</i>
S SUPERWINCH Status: Proposed	METAL CABLES AND CHAINS FOR WINCHES; ROPES OF METAL; SHACKLES IN THE NATURE OF METAL CHAINS, METAL PULLEYS, METAL GRAB BLOCKS, METAL HOOKS, METAL GRAB HOOKS, AND SHACKLE BRACKETS	WINCHES AND PARTS THEREFORE; ELECTRIC WINCHES, HYDRAULIC WINCHES; WINCH REPAIR KITS PRIMARILY COMPOSED OF WINCH COMPONENT PARTS	ELECTRICAL, ELECTRONIC AND RADIO-CONTROLLED SWITCHES FOR WINCHES AND TRUCK TARP SYSTEMS	MOUNTING SYSTEMS FOR WINCHES AND ACCESSORIES FOR USE ON LAND VEHICLES, NAMELY, WINCH CARRIERS, FAIRLEADS, HAWSE FAIRLEADS, ROLLER FAIRLEADS, FAIRLEAD COVERS, FRONT AND REAR RECEIVER HITCHES, AND WHEEL HUBS FOR VEHICLES	STRAPPING, NAMELY STRAPS FOR HANDLING LOADS; TIE DOWN STRAPS AND STRAPS FOR TOWING; STRAPS FOR TREE STRAPPING