

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fischbein LLC		05/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
MAXX Material Systems, LLC		05/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cratos Capital Management, LLC
Street Address:	3440 Preston Ridge Road
Internal Address:	Suite 400
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2788482	3597 BAG PRO
Registration Number:	1558797	ECONOFLEX
Registration Number:	1548894	ECONOFLEX
Registration Number:	2763982	EMPRESS
Registration Number:	3081024	EZ WEIGH
Registration Number:	2283190	FC
Registration Number:	2399015	FISCHBEIN CO.
Registration Number:	0551539	FISCHBEIN
Registration Number:	1019669	FISCHBEIN
Registration Number:	2844333	FISCHBEIN SAXON
Registration Number:	2831439	FISCHBEIN-INGLETT

OP \$615.00 2788482

Registration Number:	2930056	FLEXIBLE MATERIAL HANDLING
Registration Number:	2860389	MAXX LINK
Registration Number:	2925439	MAXXLINX
Registration Number:	2769085	NESTAFLEX
Registration Number:	1166087	NESTAINER
Registration Number:	0951616	NESTAINER
Registration Number:	2812546	POSTAINER
Registration Number:	2335589	SAXON
Registration Number:	2715113	SAXON SUPERBAGGER
Registration Number:	2820848	SPIRAL GLIDE FOLDER TECHNOLOGY
Registration Number:	2667665	THE LEADER IN BAG CLOSING TECHNOLOGY
Registration Number:	2871008	THE WORLD LEADER IN BAG CLOSING TECHNOLOGY
Registration Number:	2510201	MAXXREACH

CORRESPONDENCE DATA

Fax Number: (212)508-1450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-705-7768
Email: brandi.sinkovich@bingham.com
Correspondent Name: Brandi Sinkovich
Address Line 1: Bingham McCutchen LLP
Address Line 2: 399 Park Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3004970/0000324690 TMK
NAME OF SUBMITTER:	Brandi Sinkovich
Signature:	/brandi sinkovich/
Date:	05/02/2007

Total Attachments: 22

source=Fischbein TM Security Agreement#page1.tif
source=Fischbein TM Security Agreement#page2.tif
source=Fischbein TM Security Agreement#page3.tif
source=Fischbein TM Security Agreement#page4.tif
source=Fischbein TM Security Agreement#page5.tif
source=Fischbein TM Security Agreement#page6.tif
source=Fischbein TM Security Agreement#page7.tif
source=Fischbein TM Security Agreement#page8.tif
source=Fischbein TM Security Agreement#page9.tif
source=Fischbein TM Security Agreement#page10.tif
source=Fischbein TM Security Agreement#page11.tif

source=Fischbein TM Security Agreement#page12.tif
source=Fischbein TM Security Agreement#page13.tif
source=Fischbein TM Security Agreement#page14.tif
source=Fischbein TM Security Agreement#page15.tif
source=Fischbein TM Security Agreement#page16.tif
source=Fischbein TM Security Agreement#page17.tif
source=Fischbein TM Security Agreement#page18.tif
source=Fischbein TM Security Agreement#page19.tif
source=Fischbein TM Security Agreement#page20.tif
source=Fischbein TM Security Agreement#page21.tif
source=Fischbein TM Security Agreement#page22.tif

TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Agreement") dated as of May 1, 2007, by and among Fischbein LLC, a Delaware limited liability company and each of its Subsidiaries identified on the signature pages hereto (each individually an "Assignor" and collectively, the "Assignors") and Cratos Capital Management, LLC, a Delaware limited liability company, as agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to the Credit Agreement dated as of May 1, 2007 (as amended and in effect from time to time, the "Credit Agreement"), among Fischbein LLC, a Delaware limited liability company (the "Company"), those Subsidiaries of the Company identified on the signature pages thereto, Fischbein Holdings LLC, a Delaware limited liability company ("Ultimate Parent"), Fischbein (Intermediary) Corp., a Delaware corporation ("Intermediate Parent"), the Lenders and the Agent.

WHEREAS, it is a condition precedent to the Lenders making any loans under the Credit Agreement that the Assignors execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a trademark agreement in substantially the form hereof;

WHEREAS, each Assignor has executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of each Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by each Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of each Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of each Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by each Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of each Assignor, or to which each Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of each Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which each Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of each Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by each Assignor or are now owned, held or used by each Assignor, in each Assignor's business, or with each Assignor's products and services, or in which each Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by each Assignor in each Assignor's business or with each Assignor's products and services, or in which each Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with each Assignor or its business or for the direct or indirect benefit of each Assignor or its business, including all such uses by each Assignor itself, by any of the affiliates of each Assignor, or by any franchisee, licensee or contractor of each Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. SECURITY INTEREST; ASSIGNMENT OF MARKS. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent. In addition, each Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. CONDITIONAL ASSIGNMENT. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders and the Agent, its entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by each Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. SUPPLEMENTAL TO SECURITY AGREEMENT. Pursuant to the Security Agreement each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent

in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all registered Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of each Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) except as set forth on Schedule 5.06 of the Credit Agreement, to the best of each Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) except as set forth on Schedule 5.06 of the Credit Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) each Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by each Assignor not to sue third persons, other than (1) the security interest and assignment created by the Security Agreement and this Trademark Agreement and (2) Liens permitted in Section 7.01 of the Credit Agreement; (vii) each Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the applicable filing office under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by each Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by each

Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to each of the Agent and the Lenders and its employees and agents the right to visit its plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto subject to any limitations set forth in the Credit Agreement or other Loan Documents at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, except as disclosed on Schedule 5.08(a) of the Credit Agreement or as expressly permitted by Section 7.01 of the Credit Agreement, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. AFTER-ACQUIRED TRADEMARKS. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and any Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2. AMENDMENT TO SCHEDULE. Each Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. ASSIGNOR RESPONSIBLE. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby (other than actions or failures to act arising as a result of Agent's gross negligence or willful misconduct as determined by a final and non-appealable

judgment of a court of competent jurisdiction. In respect of such responsibility, each Assignor shall retain trademark counsel reasonably acceptable to the Agent.

7.2. ASSIGNORS' DUTIES, ETC. Each Assignor will at its own expense maintain the Trademarks as they determine in their commercially reasonable judgment, including, but not limited to, filing all allegations of use, statements of use, affidavits of continued use, affidavits of incontestability and requests to renew for the Trademarks and paying all associated fees with respect thereto (hereinafter the "Maintenance Procedures"). Each Assignor covenants that it will not abandon any of the Trademarks, nor fail to comply with the Maintenance Procedures for any of the Trademarks, without first providing Agent: (i) sufficient notice, of at least thirty (30) days, to allow the Agent to comply with the Maintenance Procedures with respect to any of the Trademarks, and (ii) a separate written power of attorney or other authorization to allow the Agent to comply with the Maintenance Procedures, should the same be necessary or desirable; provided, however, that the Trademarks for which Maintenance Procedures are required have been used in a manner sufficient for the Trademarks to qualify for such Maintenance Procedures under United States trademark law. Notwithstanding any other provision of this Trademark Agreement, Assignors may prosecute or withdraw any trademark application created after the date hereof in their commercially reasonable judgment.

7.3. ASSIGNORS' ENFORCEMENT RIGHTS. Each Assignor shall have the right and the duty to bring suit or other action in its Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Each Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent pursuant to this Section 7.3.

7.4. PROTECTION OF TRADEMARKS, ETC. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Each Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks except as otherwise permitted herein.

7.5. NOTIFICATION BY ASSIGNORS. Promptly upon obtaining knowledge thereof, each Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could be expected to materially adversely affect the value of the Pledged Trademarks, taken as a whole, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in

relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York (as the same may be amended from time to time), and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to each Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Agent, in its own name or that of such Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of each

Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full (other than unclaimed contingent indemnification obligations), this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or

discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF EACH ASSIGNOR, AND EACH ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignors, at 151 Walker Road, Statesville, NC 28625, Attention: President, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice, with copies to Proskauer Rose LLP, 1585 Broadway, New York, NY 10036, Attention: Daniel J. Eisner, Esq.; and

(b) if to the Agent, at 3440 Preston Ridge Road, Suite 400, Alpharetta, GA 30005, Attention: Portfolio Manager, or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice, with copies to Bingham McCutchen LLP, 399 Park Avenue, New York, NY 10022, Attention: Katherine G. Weinstein, Esq.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is

directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignors, except as provided in Section 6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York located in New York County or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon each Assignor by mail at the address specified in Section 17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Agent or any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors

and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ASSIGNORS:

FISCHBEIN LLC

By: 

Name: R. Adam Smith

Title: Vice-President / Secretary

MAXX MATERIAL SYSTEMS, LLC

By: 

Name: R. Adam Smith

Title: Vice-President / Secretary

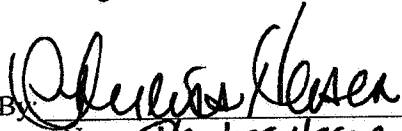
Signature Page to Trademark Collateral Security and Pledge Agreement

TRADEMARK

REEL: 003533 FRAME: 0320

CRATOS CAPITAL MANAGEMENT, LLC
As Agent

By: Cratos Capital Partners, LLC
Its Manager

By: 
Name: Phyllis Hasen
Title: DRCPR

Signature Page to Trademark Collateral Security and Pledge Agreement

TRADEMARK
REEL: 003533 FRAME: 0321

SCHEDULE A

Trademarks and Trademark Registrations

FISCHBEIN LLC - Active US and Foreign Trademarks/Service Marks

Country	Mark	Status	Classes Goods	Appln. No. Filing Date	Reg. No. Reg. Date	Next Maintenance
USA	3597 BAG PRO	Registered	Class 07 - bag handling equipment, namely bag closing machines	76/463978 11/4/2002	2788482 12/2/2003	12/2/2009
USA	ECONOFLEX	Registered	Class 07 - extensible, flexible, portable gravity conveyors	73/782230 2/22/1989	1558797 10/3/1989	10/3/2009
USA	ECONOFLEX AND DESIGN	Registered	Class 07 - extensible, flexible, portable gravity conveyors	73/761793 11/4/1988	1548894 7/25/1989	7/25/2009
USA	EMPRESS	Registered	Class 07 - variable speed sewing heads for high production bag closing machines	76/463977 11/4/2002	2763982 9/16/2003	9/16/2009
USA	EZ WEIGH	Registered	Class 09 - net-weigh scale systems, comprised of a bagging scale and control package, for bagging and weighing dry products	78/558859 2/2/2005	3081024 4/11/2006	4/11/2012
USA	FC AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	75/533591 8/10/1998	2283190 10/5/1999	10/5/2009
USA	FC FISCHBEIN CO.	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	75/533718 8/10/1998	2399015 10/31/2000	10/31/2010
USA	FISCHBEIN	Registered	Class 07 - sewing machines namely, electric sewing machines of the portable and stationary type	71/584806 9/14/1949	0551539 12/4/1951	12/4/2011
USA	FISCHBEIN	Renewed	Class 17 - paper tape for closing the tops of bags Class 23 - thread	72/461539 6/28/1973	1019669 9/2/1975	9/2/2015
USA	FISCHBEIN SAXON	Registered	Class 35 - wholesale ordering services featuring bag closing equipment and systems for the packaging industry Class 40 - custom manufacturing of bag closing equipment and systems for the packaging industry Class 42 - design of bag closing equipment and systems for the packaging industry	76/466277 11/4/2002	2844333 5/25/2004	5/25/2010
USA	FISCHBEIN-INGLETT	Registered	Class 35 - wholesale distributorships for bag closing equipment and systems for the packaging industry Class 40 - custom manufacture of bag closing equipment and systems for the packaging industry Class 42 - design of bag closing equipment and systems for the packaging industry	76/463981 11/4/2002	2831439 4/13/2004	4/13/2010

Country	Mark	Status	Classes Goods	Appln. No. Filing Date	Reg. No. Reg. Date	Next Maintenance
USA	FLEXIBLE MATERIAL HANDLING DESIGN	Registered	Class 35 - business marketing consulting services in the field of flexible conveyors and free-standing racks Class 40 - custom manufacture of flexible conveyors and free-standing racks	76/487329 2/4/2003	2930056 3/8/2005	3/8/2011
USA	MAXX LINK	Registered	Class 07 - two stage gravity extendable conveyors	78/286619 8/13/2003	2860389 7/6/2004	7/6/2010
USA	MAXXLINX	Registered	Class 07 - two stage gravity extendable conveyors	78/371421 2/20/2004	2925439 2/8/2005	2/8/2011
USA	NESTAFLEX	Registered	Class 07 - extendable, flexible, portable gravity and power conveyors	76/466616 11/13/2002	2769085 9/30/2003	9/30/2009
USA	NESTAINER AND DESIGN	Registered	Class 06 - tubular steel stacking and nesting storage racks for industrial use	73/218068 6/4/1979	1166087 8/25/1981	8/25/2011
USA	NESTAINER AND DESIGN	Registered	Class 20 - stacking and nesting containers adapted for forming a multi-level movable storage rack	72/404983 10/13/1971	0951616 1/30/1973	1/30/2013
USA	POSTAINER	Registered	Class 06 - steel stacking and nesting storage racks for industrial use	76/487330 2/4/2003	2812546 2/10/2004	2/10/2010
USA	SAXON	Registered	Class 07 - machines for the heat sealing of paper, textile and plastic bags or of sacks, and parts and fittings	75/674128 4/5/1999	2335589 3/28/2000	3/28/2010
USA	SAXON SUPERBAGGER	Registered	Class 07 - packaging machines for bag and sacks Class 09 - heat sealing machines for sealing bags and sacks	76/287393 7/18/2001	2715113 5/13/2003	5/13/2009
USA	SPIRAL GLIDE FOLDER TECHNOLOGY	Registered	Class 07 - high production bag closure system comprised of a precision bag top folder blade made from a single piece of aluminum bar stock, sold as an integral component of paper bag sealing machines	76/463984 11/4/2002	2820848 3/9/2004	3/9/2010
USA	THE LEADER IN BAG CLOSING TECHNOLOGY	Registered	Class 07 - portable bag closing and sewing machines, stationary pedestal bag closing and sewing machines, sealing machines for paper and plastic bags, and bag handling machines	76/016403 4/3/2000	2667665 12/31/2002	12/31/2012
USA	THE WORLD LEADER IN BAG CLOSING TECHNOLOGY (Stylized)	Registered	Class 07 - portable bag closing and sewing machines, stationary pedestal bag closing and sewing machines, sealing machines for paper and plastic bags, and bag handling machines	76/493749 3/3/2003	2871008 8/10/2004	8/10/2010

Country	Mark	Status	Classes Goods	Appln. No. Filing Date	Reg. No. Reg. Date	Next Maintenance
Argentina	FISCHBEIN	Registered	Class 07 - all goods in class, except, machines for washing, cleaning, waxing and polishing, machines for ironing clothes, machines and apparatus for printing and book-binding, kitchen machines for mixing, mashing, crushing, extracting juice, grinding, beating and blending; lifts, elevators, cranes, jacks, transmission belts, electric engines, dynamos, electric alternators and generators, spark plugs for engines, magnetos, machines for spraying or distributing insecticides, fungicides, pesticides, locust-poison and products for curing plants and seeds, belts for conveyors, machines for opening cans, electric scissors, sharpening machines and grindstones therefore, mechanically operated handtools, escalators, conveyor belts, brake shoes, segments and pads for vehicles other than land vehicles, silencers and gear-boxes for vehicles other than land vehicles, centrifugal clothes dryers, mechanical sweepers, machines for curling or waving the hair and apparatus which form part of said machines	2387730 8/27/2002	1897726 11/20/2002	11/20/2012
Argentina	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	2202024 2/10/1999	1787023 4/7/2000	4/7/2010
Australia	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machine of the portable and stationary type; bag closing and handling machines	785035 2/9/1999	785035 1/14/2000	2/9/2009
Benelux	FISCHBEIN	Renewed	Class 07 - machines and machine tools namely sewing machines, their parts and accessories and particularly machines for manufacturing handbags	018225 11/16/1971	74457 11/16/1971	11/16/2008
Brazil	FISCHBEIN	Renewed	Class 07 - sewing machines		002558777 2/16/1971	2/16/2011
Brazil	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	821403397 2/9/1999	821403397 5/9/2006	5/9/2016
Canada	FISCHBEIN	Renewed	Class 07 - sewing machines	206006 2/6/1950	035681 2/6/1950	2/6/2010
Canada	NESTAFLEX AND DESIGN	Renewed	Class 07 - extensible, flexible, portable gravity conveyor	387799 7/15/1975	215141 7/30/1976	7/30/2021
China	FISCHBEIN	Renewed	Class 07 - sewing machines	10221 3/17/1986	273152 12/29/1986	12/29/2016

Country	Mark	Status	Classes Goods	Appln. No. Filing Date	Reg. No. Reg. Date	Next Maintenance
China	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	9900015104 2/9/1999	1478551 11/21/2000	11/20/2010
CTM	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	1068386 2/8/1999	1068386 8/16/2000	2/8/2009
France	FISCHBEIN	Registered	Class 07 - sewing machines	963614 10/27/1988	1495987 10/27/1998	10/27/2008
France	FISCHBEIN LOGO	Registered	Class 07 - sewing machines	963615 10/27/1988	1495988 10/27/1988	8/11/2008
Germany	FISCHBEIN	Renewed	Class 07 - sewing machines	F 20207 WZ 11/20/1968	874933 11/20/1968	11/20/2008
Italy	FISCHBEIN	Renewed	Class 07 - sewing machines	73171 11/29/1968	568968 11/29/1968	11/28/2008
Malaysia	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines; all included in Class 7.	9901115 2/10/1999	9901115 7/14/2002	8/10/2008
Mexico	FISCHBEIN	Renewed	Class 09 - goods in Class 9	148763 7/25/1979	235263 11/8/1979	7/25/2014
Mexico	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines; machines and machine tools	363185 2/10/1999	607831 4/29/1999	2/10/2009
Singapore	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	1128/99 2/9/1999	T99/01128D 6/21/2001	8/10/2008
South Africa	FISCHBEIN	Renewed	Class 07 - sewing machines	84/10541 11/29/1984	84/10541 1/29/1986	11/29/2014
South Africa	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	99/01976 2/9/1999	99/01976 6/10/2002	2/9/2009
Spain	FISCHBEIN	Renewed	Class 07 - machines, machine tools, particularly sewing machines, their parts and accessories	575996 12/7/1968	575996 5/16/1973	12/6/2008
Switzerland	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	02113/1999 3/9/1999	465672 10/7/1999	3/9/2009
Taiwan	FISCHBEIN	Renewed	Class 07 - sewing machines	74/23134 6/3/1985	306133 11/16/1985	11/15/2015
Taiwan	FISCHBEIN CO. AND DESIGN	Renewed	Class 07 - sewing machines of the portable and stationary type and for bag closing and bag placement machines, bag top forming machines, bag closing machines, bag sealing machines and sewing machines	88005774 2/9/1999	922273 1/1/2001	11/15/2015
Thailand	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	380540 2/10/1999	TM105771 1/19/2000	8/9/2008
Turkey	FISCHBEIN CO. AND DESIGN	Registered	Class 07 - sewing machines of the portable and stationary type and for bag closing and handling machines	99/1071 2/10/1999	208654 2/10/1999	2/10/2009
United Kingdom	FISCHBEIN	Registered	Class 07 - sewing machines	B934061 11/19/1968	B934061 11/19/1968	11/19/2013

Country	Mark	Status	Classes Goods	Appln. No. Filing Date	Reg. No. Reg. Date	Next Maintenance
United Kingdom	NESTAFLEX	Renewed	Class 07 - conveyors (machines) and parts and fittings therefor included in Class 7	1244682 6/24/1985	1244682 8/4/1986	6/24/2016
Canada	SAXON	Registered			TMA0181406; 02/18/1972	2/18/2017 (expiration date)
France	SAXON	Registered		216270; 06/11/1990	1596824	06/05/2010 (expiration date)
Germany	SAXON	Registered		T138607WZ; 06/19/1970	895855; 07/27/1972	06/30/2010 (expiration date)
Italy	SAXON	Registered		8431 2000MI; 07/19/2000	916346; 10/30/2003	06/15/2010 (expiration date)
United Kingdom	PULSAR	Registered		B1134690; 06/02/1980	B1134690	06/02/2011 (expiration date)
United Kingdom	SAXON	Registered		B960724; 06/08/1970	B960724	06/08/2015 (expiration date)
United Kingdom	SAXON SUPERBAGGER	Registered		2258226; 01/17/2001	2258226; 06/22/2001	01/17/2011 (expiration date)
United Kingdom	SAXON SUPERSEALER	Registered		2265317; 03/23/2001	2265317; 08/24/2001	03/23/2011 (expiration date)

MAXX Material Systems, LLC – Active US Trademarks/Service Marks

Country	Mark	Status	Classes Goods	Appln. No. Filing Date	Reg. No. Reg. Date	Next Maintenance
USA	MAXXREACH	Registered		76/209,762; 02/13/2001	2,510,201; 11/20/2001	11/20/2007

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, [____], a corporation organized and existing under the laws of the State of [____] (the “Assignor”), has adopted and used and is using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, Cratos Capital Management, LLC, a Delaware limited liability company, organized and existing under the laws of the State of Delaware (the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, 200__.

[_____]

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of _____, 200__.

[_____]

By: _____
Name:
Title:

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date