

10-15-2007



103452803

To the Director of the U. S. Patent and

Documents or the new address(es) below.

10/11/07

1. Name of conveying party(ies):

Tru Corporation Sage Laboratories, Inc.
245 Lynnfield Street 8 Executive Drive
Peabody, MA 01960 Hudson, NH 03051

- Individual(s)
- General Partnership
- Corporation- State: MA for Tru Corp; DE for Sage Lab
- Other _____

Citizenship (see guidelines) USA

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: Eastern Bank
Internal
Address: LF24
Street Address: 605 Broadway
City: Saugus
State: MA
Country: USA Zip: 01906

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other bank Citizenship USA

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) October 11, 2007

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

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)

Please see attachment to Cover Sheet

Please see attachment to Cover Sheet

Additional sheet(s) attached? Yes No

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

Please see attachment.

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

Name: Michael F. Dowley, Esquire

Internal Address: _____

Street Address: Seyfarth Shaw LLP

Two Seaport Lane, Suite 300

City: Boston

State: MA Zip: 02210

Phone Number: 617-946-4859

Fax Number: 617-790-6786

Email Address: asnyder@seyfarth.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- 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:

Signature

Michael F. Dowley

Name of Person Signing

10/11/2007
Date

Total number of pages including cover sheet, attachments, and document: 21

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

10/15/2007 DBYRNE 00000012 2562366

01 FC:8521
02 FC:8522

40.00 DP
350.00 DP

Attachment to
Cover sheet

file no.	action	description	
TCC/TM-101US	Reg # 2,562,366 4/16/2002	trademark "TRU-QDS"	
TCC/TM-102US	Reg # 2,548,213 3/12/2002	trademark "TRU-QDM"	
TCC/TM-103US	Reg # 2,548,212 3/12/2002	trademark "TRU-QDL"	
TCC/TM-104US	Reg # 2,548,214 3/12/2002	trademark "TRU-SQS"	
TCCTM-107US	Reg # 2,277,916 9/14/1999	trademark "IT PAYS TO BE WELL CONNECTED"	
TCCTM-108US	Reg # 2,341,770 4/11/2000	trademark "SQS"	
TCCTM-109US	Reg # 2,761,164 9/09/2003	trademark "TRU"	
TCC/TM-110US	Reg # 2,828,683 3/20/2004	trademark "THE CUSTOM INTERCONNECT LEADER"	
TCCTM-111US	Reg # 999,163 11/26/1974	trademark TRU logo	
TCCTM-112US	Reg # 2,906,184 11/30/04	trademark "TRU-DRAW"	
TCCTM-113US	Appln, 78/222,756 3/07/2003	trademark "CINTRU"	
TCCTM-114US	Reg # 2,847,513 6/1/2004	trademark TRU DRAW logo	
TCCTM-115US	Appln. 78/657,658 6/24/2005	trademark "MEIA"	
TCC-120	trademark search 4/20/2006	"THE POWER OF CREATIVITY"	
TCC/S-07001	Reg # 2,548,214 & 2,341,770	"SQS-EZ"	added to registration 5/17/07

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated October 11, 2007 is executed by and among TRU CORPORATION, a Massachusetts corporation having a principal place of business located at 245 Lynnfield Street, Peabody, Massachusetts ("Tru Corp."), SAGE LABORATORIES, INC., a Delaware corporation having a principal place of business located at 8 Executive Drive, Hudson, NH 03051 ("Sage Corp."); and together with Tru Corp. shall collectively be referred to herein as the "Debtor", and EASTERN BANK, a Massachusetts banking corporation having offices located at 605 Broadway, LF24, Saugus, Massachusetts 01906 (the "Secured Party").

RECITALS

A. Pursuant to the terms of that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among the Debtor and the Secured Party, the Secured Party has established: (i) a revolving credit facility in favor of Tru Corp. (the "Revolving Credit Facility"), evidenced by that certain Revolving Credit Note of even date (as the same may be amended, restated or otherwise modified from time to time, the "Revolving Credit Note") made by Tru Corp. payable to the order of the Secured Party, (ii) a commercial real estate loan in favor of Tru Corp. (the "Mortgage Loan"), evidenced by that certain Commercial Real Estate Promissory Note of even date (as the same may be amended, restated or otherwise modified from time to time, the "Mortgage Note") made by Tru Corp. payable to the order of the Secured Party, (iii) a non-restoring credit facility in favor of Tru Corp. (the "Tru Corp. Non-Restoring Credit Facility"), evidenced by that certain Non-Revolving Line of Credit Master Note with Term Out Feature (as the same may be amended, restated or otherwise modified from time to time, the "Tru Corp. Non-Restoring Credit Note") made by Tru Corp. payable to the order of the Secured Party, (iv) a term loan arrangement in favor of Sage Corp. (the "Term Loan"), evidenced by that certain Promissory Note of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Term Note") made by Sage Corp. payable to the order of the Secured Party, and (v) a non-restoring credit facility in favor of Sage Corp. (the "Sage Corp. Non-Restoring Credit Facility"), evidenced by that certain Promissory Note of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Sage Corp. Non-Restoring Credit Note") made by Sage Corp payable to the order of the Secured Party. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement.

B. To induce Secured Party to the establish the Loans in favor of Debtor pursuant to the terms of the Credit Agreement, Debtor desires to grant a security interest to Secured Party in all of Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof).

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Security Interest. As security for the Secured Obligations described in Section 2 hereof, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(d) Any Copyright license, Patent license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto;

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the principal of and premium, if any, and interest on the Notes and/or the Advances (collectively, the "Secured Obligations").

3. Special Warranties and Covenants of the Debtor. The Debtor hereby warrants and covenants to the Secured Party that:

(a) The addresses shown at the beginning of this Agreement are the principal places of business of each of Tru Corp. and Sage Corp. (collectively, the "Premises"). Each Debtor will not, without at least thirty (30) days prior written notice to the Secured Party, change (i) its principal place of business, (ii) any other place of business, or (iii) the location of any single item or related group of items of Collateral having a value greater than \$75,000 if in case of either (ii) or (iii) above such change of location of Collateral would require the Secured Party to file any additional financing statement to perfect their security interests in such Collateral.

(b) Except for the security interest granted hereby, the Debtor is, and as to the Collateral acquired after the date hereof the Debtor will be, the owner of the Collateral free from any lien, security interest, or encumbrance (other than liens or encumbrances arising by operation of law or the Loan Documents), and the Debtor will defend the Collateral against all claims and demands of all other persons. No other financing statement covering any of the Collateral is on file nor will the Debtor permit any adverse financing statement to be on file in any public office except such filings that evidence the Secured Party's security interest in the Collateral.

(c) The Debtor will not sell or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of the Secured Party, except in the ordinary course of business.

(d) The Debtor will promptly execute and deliver, in form and substance satisfactory to the Secured Party (or if permitted by law, the Secured Party may themselves execute and file, and at the Secured Party's request, the Debtor will join with the Secured Party in executing, in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable) such financing statements, certificates and other documents or instruments to enable the Secured Party to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any additional Collateral hereafter acquired by the Debtor or in any replacements or proceeds thereof.

(e) The Debtor does not, and in the absence of prior written notice to the Secured Party, the Debtor will not, conduct business under any trade name or name other than its corporate name.

(f) The Debtor will, in addition, from time to time at the request of the Secured Party, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Secured Party may require more completely to vest or confirm in and assure to the Secured Party its rights hereunder and in and to the Collateral.

(g) At their option, the Secured Party may discharge taxes (except those contested in good faith), liens, security interests, or other encumbrances (other than those permitted herein) at any time levied or placed on the Collateral, and may pay for and take any other action which they deem appropriate for the maintenance and preservation of the Collateral. The Debtor shall reimburse the Secured Party on demand for any payment made, or any expenses incurred, by the Secured Party pursuant to this Section 3(g).

(h) The Debtor shall notify the Secured Party promptly of all material claims against the Collateral. The Debtor shall not settle any material dispute or claim without the Secured Party's consent unless such settlement has no adverse impact on the Collateral or the Secured Party's security interest therein. Upon the occurrence of any Event of Default (as defined in Section 6 hereof), the Secured Party may settle or adjust disputes or claims directly with customers or account debtors for amounts and upon terms which they consider reasonably advisable; and where the Debtor receives collateral of any kind or nature by reason of transactions between itself and its customers or account debtors, they will hold the same on the Secured Party's behalf, subject to the Secured Party's instructions, and as property forming part of the Collateral.

4. Rights of the Secured Party. Upon the occurrence of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the

payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the Default Rate provided in the Credit Agreement and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

5. Rights of Secured Party to Use and Operate Collateral. Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of maintaining and protecting the Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

6. Events of Default. The Debtor shall be in default under this Agreement upon the happening of an Event of Default, as such term is defined in the Credit Agreement (herein called "Events of Default").

7. Waivers. The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement

or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

8. Termination and Assignment. This Agreement and the security interests in the Collateral created hereby shall terminate when the Secured Obligations have been paid and finally discharged in full or upon a written release provided to the Debtor by the Secured Party. No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to any of the Notes at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

9. Governmental Approvals. The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

10. Setoffs. If the Debtor shall fail generally to pay its debts as such debts become due, or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

11. Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

12. Notices. Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

13. Assignment. If, at any time or times, by assignment or otherwise, the Secured Party transfers its interest in the Secured Obligations or other collateral therefor, such transfer shall carry with it the Secured Party's powers and rights under this Agreement with respect to the Secured Obligations and interest in other collateral so transferred, and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in any instrument of transfer. If and to the extent that the Secured Party retains any portion of the Secured Obligations, or interest in other collateral, the Secured Party will continue to have the rights and powers herein set forth with respect thereto.

14. Amendment; Miscellaneous. The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

15. Governing Law and Jurisdiction. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of The Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of

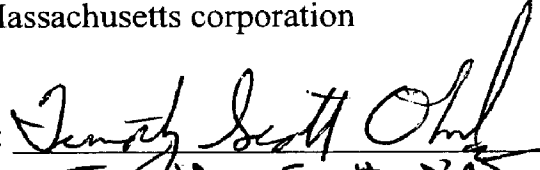
such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 12 of this Agreement or as otherwise provided under the laws of The Commonwealth of Massachusetts.

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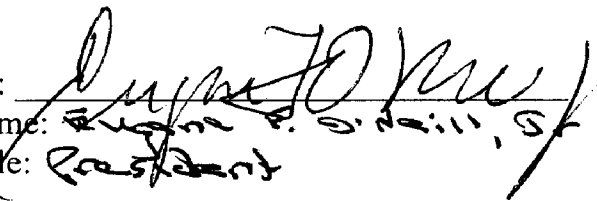
IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed as a sealed instrument as off the date first above written.

DEBTOR:

TRU CORPORATION,
a Massachusetts corporation


By: 
Name: Timothy Scott O'Neil
Title: President

SAGE LABORATORIES, INC.,
a Delaware corporation

By: 
Name: Eugene P. O'Neill, Sr.
Title: President

SECURED PARTY:

EASTERN BANK,
a Massachusetts banking corporation

By: 
Name: Paul K. Kurker
Title: Senior Vice President

SCHEDULE A

Copyrights

None

SCHEDULE B

Patents

file no.	action	description	referenced TRU p/n
TCC-100	inactive	patentability search for N series connector	
TCC-101	inactive	patentability/ownership of N series connector	
TCC-102	abandoned	provisional appl., see TCC-104	
TCC-103	inactive	trademark search "SQ"	
TCC-104	US Pat # 5,836,776 11/17/1998	N receptacle w/integral internal switch actuator	TRU-7911 N, TRU-8803 HN
TCC-105	abandoned	provisional appl., see TCC-109	
TCC-106	abandoned		
TCC-106-CIP	US Pat # 5,921,794 7/13/1999	SQS D/A plug with interlock switch actuating cam	TRU-8149, etc
TCC-106-CN	Chinese Pat # Z98809484.3 2/25/2004	SQS D/A plug with interlock switch actuating cam	TRU-8149, etc
TCC-106-EPO	European Pat # EP1018193 8/13/2003	Connector with Intergral Switch Actuating Cam	TRU-8149, etc
TCC-106-JP	Appln. 2000-513,344 3/27/2000	Connector with Intergral Switch Actuating Cam	TRU-8149, etc
TCC-106-KR	Korean Pat # 502,623 7/12/2005	Connector with Intergral Switch Actuating Cam	TRU-8149, etc
TCC-106-PCT	Appln. PCT/US98/19293	Connector with Intergral Switch Actuating Cam	TRU-8149, etc
TCC-106-SG	Singapore Pat # 71521 4/25/2002	Connector with Intergral Switch Actuating Cam	TRU-8149, etc
TCC-109	US Pat # 5,928,021 7/27/1999	SQS S/A recept w/integral switch actuator & plug	TRU-8214 recep, TRU-8213 plug
TCC-109-CN	abandoned	Electrical Connector with Internal Switch	TRU-8214 recep, TRU-8213 plug
TCC-109-EPO	abandoned	Electrical Connector with Internal Switch	TRU-8214 recep, TRU-8213 plug
TCC-109-JP	abandoned	Electrical Connector with Internal Switch	TRU-8214 recep, TRU-8213 plug
TCC-109-KR	abandoned	Electrical Connector with Internal Switch	TRU-8214 recep, TRU-8213 plug
TCC-109-SG	Singapore Pat # 70500 4/4/2002	Electrical Connector with Internal Switch	TRU-8214 recep, TRU-8213 plug
TCC-110	unfiled - inactive	?	
TCC-111	inactive	Advanced Energy use of TRU's trademarks	
TCC-112	US Pat # 6,554,629 4/29/2003	Electrical Connector with Switch-Actuating Sleeve	TRU-8833

TRADEMARK

REEL: 003644 FRAME: 0726

TCC-112-CN	Chinese Pat # ZL01813573.0 1/18/2006	Electrical Connector with Switch-Actuating Sleeve	TRU-8833
TCC-112-EPO		Electrical Connector with Switch-Actuating Sleeve	TRU-8833
TCC-112-JP		Electrical Connector with Switch-Actuating Sleeve	TRU-8833
TCC-112-KR	Appln. 2002-7017834 6/28/2001	Electrical Connector with Switch-Actuating Sleeve	TRU-8833
TCC-112-PCT	Appln. PCT/US01/20534 6/28/2001	Electrical Connector with Switch-Actuating Sleeve	TRU-8833
TCCC-112-SG		Electrical Connector with Switch-Actuating Sleeve	TRU-8833
TCC-113	US Pat # 6,443,778 9/3/2002	KEYED 7-16 Coupling (flat and pin style)	orig. TRU-8661 plug, TRU- 8662 recep
TCC-113-CIP	US Pat # 6,666,726 12/23/2003	Improved KEYED 7-16 Coupling (three pin style)	impr. TRU-8661 plug, TRU- 8662 recep
TCC-113-PCT	Appln. PCT/US01/24202 7/31/2001	Electrical Connector Assembly	impr. TRU-8661 plug, TRU- 8662 recep
TCC-114	abandoned	QD16 interface	TRU-8755 plug, TRU-8756 recep, etc
TCC-114-P	abandoned	QD16 interface	TRU-8755 plug, TRU-8756 recep, etc
TCC-115	abandoned	solderless rt angle center contacts	TRU- 1303,1307,1314,1635,1640,1 642
TCC-115-PCT	abandoned	solderless rt angle center contacts	TRU- 1303,1307,1314,1635,1640,1 642
TCC-116	Infosonics	use of trademark "It pays to be well connected."	
TCC-117	US Pat #D484,036 12/23/2003	design of coupling nuts	10- 1302,1312,1322,1332,1342, etc
TCC-118	copyright application 10/02/2002	"An Index ABC Apprentice Guide"	Benjamin Fournier
TCC-122	abandoned	Web Based Drawing Tool for Custom Product Design	TRU Draw on-line drawing tool
TCC-122-PCT	abandoned	Web Based Drawing Tool for Custom Product Design	TRU Draw on-line drawing tool
TCC-123	US Pat # 6,832,932 12/21/2004	anti-rotational low VSWR center contact	TRU-9872-SSU, TRU-9873- SPU
TCC-123-PCT	abandoned	anti-rotational low VSWR	TRU-9872-SSU, TRU-9873-

TRADEMARK

REEL: 003644 FRAME: 0727

		center contact	SPU
-----	US Pat # 2,767,267 10/16/1956	(expired patent) QDS switch	TRU-862, TRU-3225, etc
-----	Canadian Pat # 637,579	(expired patent) QDS switch	TRU-862, TRU-3225, etc
-----	US Pat # 2,798,125 7/02/1957	(expired patent) BNC switch	TRU-981
-----	Canadian Pat # 594,535	(expired patent) BNC switch	TRU-981
TCC-124P	provisional patent filed 6/29/07	High Power Interface	SK-K0601-01, SK-K06020- 01

TRADEMARK

REEL: 003644 FRAME: 0728

SCHEDULE C

Trademarks

file no.	action	description	
TCC/TM-101US	Reg # 2,562,366 4/16/2002	trademark "TRU-QDS"	
TCC/TM-102US	Reg # 2,548,213 3/12/2002	trademark "TRU-QDM"	
TCC/TM-103US	Reg # 2,548,212 3/12/2002	trademark "TRU-QDL"	
TCC/TM-104US	Reg # 2,548,214 3/12/2002	trademark "TRU-SQS"	
TCCTM-107US	Reg # 2,277,916 9/14/1999	trademark "IT PAYS TO BE WELL CONNECTED"	
TCCTM-108US	Reg # 2,341,770 4/11/2000	trademark "SQS"	
TCCTM-109US	Reg # 2,761,164 9/09/2003	trademark "TRU"	
TCC/TM-110US	Reg # 2,828,683 3/20/2004	trademark "THE CUSTOM INTERCONNECT LEADER"	
TCCTM-111US	Reg # 999,163 11/26/1974	trademark TRU logo	
TCCTM-112US	Reg # 2,906,184 11/30/04	trademark "TRU-DRAW"	
TCCTM-113US	Appln, 78/222,756 3/07/2003	trademark "CINTRU"	
TCCTM-114US	Reg # 2,847,513 6/1/2004	trademark TRU DRAW logo	
TCCTM-115US	Appln. 78/657,658 6/24/2005	trademark "MEIA"	
TCC-120	trademark search 4/20/2006	"THE POWER OF CREATIVITY"	
TCC/S-07001	Reg # 2,548,214 & 2,341,770	"SQS-EZ"	added to registration 5/17/07

file no.	type	description	expiration date
-----	domain	tru-con.com	May 9, 2007
-----	domain	powerofcreativity.net	May 10, 2007
-----	domain	truconnector.com	September 12, 2008
-----	domain	cintru.com	October 21, 2008
-----	domain	trucon.com	August 18, 2009
-----	domain	tru-con.net	October 21, 2009
-----	domain	trucorporation.com	February 28, 2012
-----	domain	trucorporation.net	February 28, 2012
-----	domain	sagelaboratories.com	September 12, 2008
-----	domain	sagelaboratories.net	September 12, 2008
-----	domain	sagelaboratories.org	September 12, 2008
-----	domain	sagelaboratoriescorp.com	September 12, 2008
-----	domain	sagelaboratoriescorp.net	September 12, 2008
-----	domain	sagelaboratoriescorp.org	September 12, 2008
-----	domain	sagelaboratoriesinc.com	September 12, 2008
-----	domain	sagelaboratoriesinc.net	September 12, 2008
-----	domain	sagelaboratoriesinc.org	September 12, 2008
-----	domain	sage-labs.com	September 12, 2008
-----	domain	sage-labs.net	September 12, 2008
-----	domain	sage-labs.org	September 12, 2008
-----	domain	sagesignalsolutions.com	September 12, 2008
-----	domain	sagesignalsolutions.net	September 12, 2008
-----	domain	sagesignalsolutions.org	September 12, 2008
-----	domain	sagesignalsolutionscorp.co m	September 12, 2008
-----	domain	sagesignalsolutionscorp.net	September 12, 2008
-----	domain	sagesignalsolutionscorp.org	September 12, 2008
-----	domain	sagesignalsolutionsinc.com	September 12, 2008
-----	domain	sagesignalsolutionsinc.net	September 12, 2008
-----	domain	sagesignalsolutionsinc.org	September 12, 2008
-----	domain	truholdincorp.com	September 12, 2008
-----	domain	truholdincorp.net	September 12, 2008
-----	domain	truholdincorp.org	September 12, 2008
-----	domain	truholding.com	September 12, 2008
-----	domain	truholding.net	September 12, 2008
-----	domain	truholding.org	September 12, 2008
-----	domain	truholdinginc.com	September 12, 2008
-----	domain	truholdinginc.net	September 12, 2008
-----	domain	truholdinginc.org	September 12, 2008
-----	domain	truholdings.net	September 12, 2008
-----	domain	truholdings.org	September 12, 2008
-----	domain	truholdingscorp.com	September 12, 2008

TRADEMARK

REEL: 003644 FRAME: 0731

-----	domain	truholdingscorp.net	September 12. 2008
-----	domain	truholdingscorp.org	September 12. 2008
-----	domain	truholdingsinc.com	September 12. 2008
-----	domain	truholdingsinc.net	September 12. 2008
-----	domain	truholdingsinc.org	September 12. 2008
-----	domain		September 12. 2008
-----	domain		September 12. 2008
-----	domain		September 12. 2008
---/---	---/---	---/---	---/---

TRADEMARK

REEL: 003644 FRAME: 0732

SCHEDULE D

Licenses

None