

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
INJECTRON CORPORATION		01/03/2008	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	MR. LOUIS M. POLLAK
Street Address:	5 SYLVAN DRIVE
City:	BRIDGEWATER TOWNSHIP
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2588291	SERVABLES
Registration Number:	2312656	YARN ORGANIZER
Registration Number:	3361357	EAGLE GOOD TO GO
Registration Number:	1945623	STOTTER & NORSE
Registration Number:	1941518	DINOSIPPER
Registration Number:	1928425	CRAFTSTOR
Registration Number:	1867661	CRAFTSTOR
Registration Number:	1829210	DETAILED DESIGNS
Registration Number:	1739894	KIDSWARE
Registration Number:	1720337	STOTTER
Registration Number:	1530908	ARMCHAIR QUARTERBACK
Registration Number:	1464304	DETAILED DESIGNS
Registration Number:	0953909	SUPERSEAL

CH \$340.00 2588291

CORRESPONDENCE DATA

Fax Number: (973)597-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-597-2500
Email: lstrademark@lowenstein.com
Correspondent Name: Vanessa A. Ignacio, Esq.
Address Line 1: Lowenstein Sandler PC
Address Line 2: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	20999/2
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	01/23/2008

Total Attachments: 12
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THIS LOAN AND SECURITY AGREEMENT made and dated as of the 3rd day of January, 2008, by and between INJECTRON CORPORATION, a New Jersey corporation with its principal place of business located at 1000 South Second Street, Plainfield, New Jersey 07063 (as further defined below, "Borrower") and LOUIS M. POLLAK, residing at 5 Sylvan Drive, Bridgewater Township, New Jersey ("Lender").

RECITALS:

WHEREAS, Borrower desires to borrow from Lender the sum of [REDACTED] (the "Loan"); and

WHEREAS, Lender is willing to make such Loan to Borrower, upon and subject to the terms and conditions of this Agreement including the promise of Borrower to repay the Loan with interest (as provided for herein) and to provide the Collateral (as herein defined) and otherwise to abide by and comply with Borrower's obligations herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, Lender and Borrower mutually covenant, warrant and agree as follows:

1. THE LOAN

Lender hereby loans to Borrower the sum of [REDACTED] the receipt of which is hereby acknowledged by Borrower.

2. REPAYMENT

- A. Borrower agrees to repay the Loan to Lender or to Lender's order with all accrued Interest thereon on the earlier of written Demand for payment or December 31, 2008.
- B. The Loan shall bear interest at the rate of seven percent (7.0 %) per annum (the

"Interest") compounded monthly, payable simultaneously with the first date that any payment of the Loan Principal is due or payable.

- C. Payment shall be made to Lender at 5 Sylvan Drive, Bridgewater Township, New Jersey or at such other place as Lender may designate in writing. Payment shall be made by good certified or bank check, subject to collection or, at Lender's written option and direction, by wire transfer to an account or accounts designated in writing by Lender
- D. The Loan shall also become immediately due and payable if Borrower makes an assignment for the benefit of creditors or shall admit in writing an inability to pay its debts as they become due, or shall file or have filed against it, a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking for itself any reorganization arrangement composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation pertaining to insolvency or creditors' rights;
- E. Borrower's obligation to repay the Loan shall be evidenced by Borrower executing and delivering to Lender a promissory note in the form annexed hereto as Exhibit A pursuant to which Borrower promises to pay to the order of Lender the principal sum of \$ [REDACTED] (the "Principal Amount") with Interest thereon compounded monthly. Receipt of the Note duly executed by Borrower is hereby acknowledged by Lender.

3. COLLATERAL

As further collateral to secure the repayment of the Loan when due with Interest, Borrower agrees to provide Lender with the following additional collateral (the "Additional Collateral").

- A. Security Interests in Borrower's Assets As collateral security for the payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a continuing security interest in and lien upon all now owned and hereafter acquired

property and assets of Borrower and the Proceeds and products thereof (which property and assets, together with all other collateral security for the Obligations now or hereafter granted to or otherwise acquired by Lender, but specifically excluding any amounts in escrow accounts and fiduciary accounts in the name of Borrower, are referred to herein collectively as the "Collateral"), including, without limitation, all property of Borrower now or hereafter held or possessed by Lender and including the following property and assets of Borrower as defined in this Agreement and under the UCC:

- (a) all Accounts;
- (b) all Cash Proceeds;
- (c) all Chattel Paper;
- (d) all computer hardware and software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing
- (e) all Contract Rights;
- (f) all Deposit Accounts;
- (g) all Documents;
- (h) all Furniture, Fixtures, Machinery and Equipment;
- (i) all Financial Assets;
- (j) all General Intangibles, tax refunds, insurance refunds, including Payment Intangibles and software;
- (k) all Instruments;
- (l) all Intellectual Property;
- (m) all Inventory (raw, work-in-process and finished);
- (n) all Investment Property;
- (o) all Money of every jurisdiction;
- (p) all Payment Intangibles;

(q) all Supporting Obligations;

(r) to the extent not included in the foregoing, all other personal property of any kind or description together with all books, records, writings, databases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing; provided that to the extent that the provisions of any lease or license of computer hardware and software or Intellectual Property expressly prohibit (which prohibition is enforceable under applicable law) any assignment thereof, and the grant of a security interest therein, Lender will not enforce its security interest in Borrower's rights under such lease or license (other than in respect of the Proceeds thereof) for so long as such prohibition continues, it being understood that upon request of Lender, Borrower will use its best efforts to obtain consent for the creation of a security interest in favor of Lender (and to Lender's enforcement of such security interest) in such Lender's rights under such lease or license; and

(s) Borrower shall promptly notify Lender in writing upon incurring or otherwise obtaining a commercial tort claim ("Commercial Tort Claim") after the date hereof against any third party and, upon request of Lender, promptly enter into an amendment to this Agreement and do such other acts or things deemed appropriate by Lender to give Lender a security interest in any such Commercial Tort Claim.

B. Loan Document Borrower has executed or will contemporaneously herewith execute and deliver to Lender such of the Loan Documents to which it is a party. Borrower authorizes Lender to file Financing Statements and amendments thereof with respect to the Collateral in form reasonably acceptable to Borrower and its counsel. Borrower shall, at all times, do, make, execute, deliver and record, register or file all Financing Statements and other instruments, acts, pledges, amendments, modifications, assignments and

- C. Financing Statements and Further Assurances Borrower has executed or will contemporaneously herewith execute and deliver to Lender such of the Loan Documents to which it is a party. Borrower authorizes Lender to file Financing Statements and amendments thereof with respect to the Collateral in form reasonably acceptable to Borrower and its counsel. Borrower shall, at all times, do, make, execute, deliver and record, register or file all Financing Statements and other instruments, acts, pledges, amendments, modifications, assignments and better secure or perfect Lender's security interest in the Collateral or any security interest or Lien with respect thereto.

4. BORROWER'S REPRESENTATIONS

Borrower hereby represents and warrants to Lender, knowing and intending that Lender shall rely thereon in making the Loan contemplated hereby, that:

4.1 Existence; Good Standing

(a) Borrower (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey; (ii) is in good standing in all other states in which it is required to be qualified to do business as a foreign corporation; and (iii) has all requisite power and authority and full legal right to own or to hold under lease its properties and to carry on the business as presently engaged.

(b) Borrower has adequate power and authority and has full legal rights to enter into each of the Loan Documents to which it is a party, to perform, observe and comply with all of its agreements and obligations under each of such documents, and to obtain all of the Loans contemplated by this Agreement.

4.2 Authority, etc. The execution and delivery by Borrower of the Loan Documents to which it is a party, the performance by Borrower of all of its agreements and obligations under each of such documents, and the incurring by Borrower of all of the Obligations contemplated by

this Agreement, have been duly authorized by all necessary action on the part of Borrower and its directors and shareholders and do not and will not contravene any provision of Borrower's certificate of incorporation or bylaws (each as from time to time in effect), (b) conflict with, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, or result in the creation of any mortgage, lien, pledge, charge, security interest or other encumbrance upon any of the property of Borrower under any material agreement, mortgage or other instrument to which Borrower is or may become a party, (c) violate or contravene any provision of any law, regulation, order, ruling or interpretation thereunder or any decree, order or judgment or any court or governmental or regulatory authority, bureau, agency or official (all as from time to time in effect and applicable to such entity), (d) require any waivers, consents or approvals by any of the creditors or trustees for creditors of Borrower, or (e) require any approval, consent, order, authorization, or license by, or giving notice to, or taking any other action with respect to, any Governmental Authority, other than the filing of Financing Statements and other filings with respect to perfection of Lender's security interests.

4.3 Binding Effect of Documents, etc. Borrower has duly executed and delivered each of the Loan Documents to which it is a party, and each of the Loan Documents is valid, binding and in full force and effect, The agreements and obligations of Borrower as contained in each of the Loan Documents constitutes, or upon execution and delivery thereof will constitute, legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, subject, as to the enforcement of remedies only, to limitations imposed by federal and state laws regarding bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally, and by general principles of law and equity.

4.4 No Events of Default. No Event of Default has occurred and is continuing, and no event has occurred and is continuing, and no condition exists, that would, with notice or the lapse of time, or both, constitute an Event of Default.

(a) Borrower is not in default under any contract, agreement or instrument to

which. Borrower is a party or by which Borrower or any of property of Borrower is bound, the consequence of which default could materially and adversely affect the financial condition, assets, operations or property of Borrower.

4.5 No Governmental Consent Necessary. No consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any Governmental Authority is required with respect to the execution, delivery, and performance by Borrower of this Agreement and the other Loan Documents to which it is a party, other than the filing of Financing Statements and other filings with respect to perfection of Lender's security interests.

4.6 No Proceedings. Except as set forth on Schedule D, there are no actions, suits, or proceedings pending or threatened against or affecting Borrower in any court or before any Governmental Authority which, if adversely determined, would have a material adverse effect on the ability of Borrower to perform its obligations under this Agreement or the other Loan Documents to which it is a party.

4.7 No Violations of Laws. Borrower has conducted, and is conducting, its business so as to comply with all applicable federal, state, county, and municipal statutes and regulations. Neither Borrower nor any officer, director or shareholder of Borrower is charged with, or is under investigation with respect to, any violation of any such statutes, regulations or orders, which could have a material adverse effect on the financial condition, business or operations of Borrower;

5. SUBORDINATION TO SENIOR LENDER

Lender acknowledges that he is aware of the terms of that certain Loan and Security Agreement between borrower and MERCHANTS NEW YORK COMMERCIAL CORP. as senior lender (the "Senior Lender") dated June 2006 (the "Senior Revolving Loan") pursuant to which, *inter alia*, Borrower has granted Senior Lender security interests in the same assets and property that Borrower is granting to Lender hereunder.

Lender acknowledges and agrees that Lender's position is subordinate and junior to the secured position of the Senior Lender and to evidence that understanding and agreement, Lender has simultaneously with this Loan Transaction entered into a Subordination Agreement with Senior Lender in the form annexed hereto as Exhibit B. Both Borrower and Lender acknowledge that both the Senior Revolving Loan and the Subordination remain in full force and effect and nothing contained in this Agreement is intended as nor shall it be construed as affecting the Senior Lender's rights with respect to the Borrower or the assets and security provided as collateral to the Senior Lender under any such agreements.

6. ENTIRE AGREEMENT

This agreement represents the complete agreement between Borrower and Lender concerning the subject matter hereof and may not be altered, amended terminated or changed in any way except by a writing signed by the party to be charged.

7. NO THIRD PARTY BENEFICIARIES

This Agreement is intended for the sole benefit of the parties and, to the extent set forth herein the Senior Lender and it is the understanding and intention of the parties that nothing herein contained is intended to create any other third party rights benefits or beneficiaries.

8. OTHER AND FURTHER DOCUMENTS

The parties agree that upon reasonable request by the other party or his or its counsel, that he or it will execute such other and further documents and do or refrain from doing such other and further acts as may be required or convenient to implement the terms, conditions and intention of the parties. Without in any way limiting any of the foregoing, Borrower agrees to execute any and all documents and to take all steps requested by Lender to implement the repayment and security provisions hereof including the intention of the parties that with the exception of the Senior Lender, until Lender is repaid in full hereunder, Lender's security interest in the

Borrower's assets and business shall be superior to all third parties other than the Senior Lender.

9. NO DRAFTING INFERENCE

It is the understanding and agreement of the parties that there shall be no inference in favor of or against either party by virtue of the fact that one party or his or its counsel prepared any portion of or the whole of the agreement.

10. NOTICES

All Notices required or permitted hereunder shall be deemed sent in accordance with the requirements of this agreement if sent or delivered to that party by either by personal delivery (including delivery by recognized commercial courier such as fed ex) or by certified or registered mail addressed to the other party as follows:

- A. If to Borrower sent to Injectron, Corporation at 1000 South Second Street Plainfield, New Jersey;
- B. If to Lender, to Louis M. Pollak, 5 Sylvan Drive, Bridgewater Township, New Jersey

Either party may at any time and from time to time change the address set forth herein for Notice by a written Notice sent in accordance with the requirements of this paragraph 9.

11. APPLICABLE LAW

This agreement acknowledge that this agreement has been negotiated, executed and is intended to be performed in the State of New Jersey and shall be interpreted and enforced in accordance with the Laws of the State of New Jersey without reference to New Jersey's conflicts of law.. The parties agree that the courts of the State of New Jersey (State and Federal) shall be the exclusive forum to determine and enforce any rights or actions hereunder and for such

purpose, each of the parties hereby agrees to submit to the jurisdiction of the courts of the State of New Jersey.

12. INDEMNIFICATION

Borrower shall indemnify, protect, defend and save harmless Lender, as well as Lender's directors, officers, trustees, employees, agents, attorneys and shareholders (hereinafter referred to collectively as the "Indemnified Parties" and individually as an "Indemnified Party") from and against (a) any and all losses, damages, expenses or liabilities of any kind or nature and from any suits, claims or demands by third parties, including reasonable attorneys' fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of resulting from, or in any way connected with the Loan and the transactions contemplated herein up to a maximum amount equivalent to the appraised value of the Collateral, and (b) any and all losses, damages, expenses or liabilities sustained by Lender in connection with any Environmental Liabilities and Costs; provided, however, that Borrower shall not be obligated to indemnify, protect, defend and save harmless an Indemnified Party, if the loss, damage, expense or liability was caused by or resulted from the willful misconduct or gross negligence of that Indemnified Party as determined by a final non-appealable order of a court or Governmental Authority of competent jurisdiction. In case any action shall be brought against an Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Borrower, the Indemnified Party against whom such action was brought, shall promptly notify Borrower in writing, and Borrower shall assume the defense thereof, including the employment of counsel selected by Borrower and satisfactory to the Indemnified Party, the payment of all costs and expenses and the right to negotiate and consent to settlement. Upon determination made by the Indemnified Party, the Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof; provided, however that the Indemnified Party shall pay the costs and expenses incurred in connection with the employment of separate counsel. Borrower shall not be liable for any settlement of any such action effected without its consent, but if settled with Borrower's consent, or if there be a final judgment for the

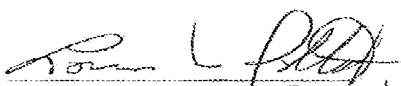
claimant in any such action, Borrower agrees to indemnify and save harmless said Indemnified Party against whom such action was brought from and against any loss or liability by reason of such settlement or judgment, except as otherwise provided above. The provisions of this Section shall survive the termination of this Agreement and the final repayment of the Obligations.

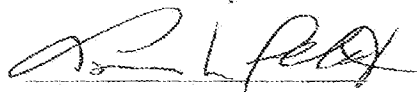
13. COUNTERPARTS

This agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth on page one of the agreement.

Injectron Corporation

By: 
Louis M. Pollak
Pres.



Louis M. Pollak, Individually

INJECTRON CORPORATION

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Servables	2,588,291	July 2, 2002
Yarn Organizer	2,312,656	January 25, 2000
Eagle Good to Go	3,361,357	January 1, 2008
Stotter & Norse	1,945,623	January 2, 1996
Dinosipper	1,941,518	December 12, 1995
Craftstor	1,928,425	October 17, 1995
Craftstor	1,867,661	December 13, 1994
Detailed Designs	1,829,210	April 5, 1994
Kidsware	1,739,894	December 15, 1992
Stotter	1,720,337	September 29, 1992
Armchair Quarterback	1,530,908	March 21, 1989
Detailed Designs	1,464,304	November 10, 1987
Superseal	953,909	February 27, 1973