

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3D Research Corporation		12/19/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	RBS Citizens National Association		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3138374	INSIGHT	
Registration Number:	3161969	CVS	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7658		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Mary Ellen Welch Rogers, Esq.		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
ATTORNEY DOCKET NUMBER:	03816.0229		
NAME OF SUBMITTER:	Stacey A. Mordas		
Signature:	/s/ Stacey A. Mordas		
Date:	01/05/2009		

OP \$65.00 3138374

Total Attachments: 6

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SUBSIDIARY'S REAFFIRMATION AND AMENDMENT AGREEMENT

THIS REAFFIRMATION AND AMENDMENT AGREEMENT (this "**Reaffirmation**") is executed by 3D Research Corporation, an Alabama corporation ("**Subsidiary**") in favor of RBS Citizens National Association, successor by merger with Citizens Bank of Massachusetts, a national banking association ("**Bank**"), in connection with certain a Loan and Security Agreement (All Assets) dated as of December 13, 2005 by and between Bank and Schafer Corporation, a Massachusetts Corporation (the "**Parent**") and the owner of 100% of the stock of Subsidiary (the "**Original Loan Agreement**") as amended and restated by the Amended and Restated Loan and Security Agreement (All Assets) dated as of the date hereof (the "**Amended and Restated Loan Agreement**"), and as may be further amended, modified or supplemented from time to time, the "**Loan Agreement**"). All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, as a condition to Bank's entering into the Original Loan Agreement and making the loans thereunder, Subsidiary entered into that certain Patent and Trademark Security Agreement dated as of December 16, 2005 (the "**Patent and Trademark Agreement**") and the Stock Pledge Agreement dated as of December 16, 2005 (the "**Stock Pledge Agreement**") and together with the Patent and Trademark Agreement as such agreements may have been amended to date, collectively the "**Subsidiary's Agreements**").

WHEREAS, Subsidiary has received and will continue to receive direct and indirect benefits from the availability of the Loans and other financial accommodations to be made to the Parent under the Loan Agreement; and

- A. Parent desires to enter into the Loan Agreement to provide for, among other things, continued financing,
- B. Subsidiary will benefit from the amendment of the financing accommodations to the Parent, and
- C. Bank is willing to enter into the Loan Agreement upon the condition, among others, that Subsidiary executes and delivers this Reaffirmation,

NOW, THEREFORE, in consideration of the foregoing, Subsidiary hereby agrees as follows:

1. The preambles to this Reaffirmation are hereby incorporated herein by this reference thereto.
2. Schedules A and B to the Patent and Trademark Agreement are hereby deleted and replaced in their entirety with Patent and Trademark Agreement Schedules A and B attached hereto.

3. On the date hereof, Subsidiary hereby expressly reaffirms all of its liabilities and obligations under the Subsidiary's Agreements, and agrees to be bound by and abide by and operate and perform under and pursuant to and comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, guaranties, indemnities, grants of security interests, if any, and covenants contained in the Subsidiary's Agreements, it being the intent of Subsidiary and Bank that Subsidiary's obligations, include, without limitation, the obligations to Bank as they may be increased, modified and/or amended by the Loan Agreement and/or any other and further increases, modifications and amendments as may be approved in accordance with the Loan Agreement.
4. On the date hereof, the representations and warranties of Subsidiary as set forth in the Subsidiary's Agreements are true and correct in all material respects with the same effect as if such representations and warranties have been made on the date hereof except to the extent such representations and warranties expressly relate to an earlier date.
5. This Reaffirmation shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
6. This Reaffirmation may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Reaffirmation. Delivery of an executed counterpart of this Reaffirmation by telefacsimile or email shall be equally as effective as delivery of an original executed counterpart of this Reaffirmation. Any party delivering an executed counterpart of this Reaffirmation by telefacsimile or email also shall deliver an original executed counterpart of this Reaffirmation but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Reaffirmation.

[Signature page follows]

Witnessed by:

Eric L. Strobel
Eric L. Strobel

3D RESEARCH CORPORATION

By: John C. Garcia
John C. Garcia, President

Signature of 3D Research Corporation to Reaffirmation Agreement

TRADEMARK
REEL: 003913 FRAME: 0120

**SCHEDULES TO SUBSIDIARY REAFFIRMATION
AND
AMENDMENT AGREEMENT**

SCHEDULE A

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

none

PATENT APPLICATIONS

none

PATENT LICENSES

none

SCHEDULE B

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>U.S. Federal Registration Number</u>	<u>Registration Date</u>
INSIGHT	3D Research Corporation	Registered	3,138,374	9/5/06
CVS	3D Research Corporation	Registered	3,161,969	10/24/06

TRADEMARK APPLICATIONS

none

TRADEMARK LICENSES

none