

02-10-2009

JAN 21 2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103547328

**REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY**

Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fab-Tech, Inc.
480 Hercules Drive
Colchester, VT 05446

- Individual(s)
- General Partnership
- Corporation- State: Vermont
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) US

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: RBS Citizens N.A.
 Internal Address: _____
 Street Address: 148 College Street
 City: Burlington
 State: Vermont
 Country: USA Zip: 05401

- Association Citizenship VERMONT
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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) January 8, 2009

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

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

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

Name: Carroll & Scribner, P.C.

Internal Address: _____

Street Address: 84 Pine Street, Suite 300

City: Burlington

State: Vermont Zip: 05401

Phone Number: 802-862-2855

Fax Number: 802-865-9727

Email Address: mscribner@csclaw.us

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Return Key: _____
 Deposit Account Number: 01/21/2009 DRYKNE 0000163030

Authorized User Name _____

CHECK RETURN TOTAL: 80.00

9. Signature:

Signature

1/8/09

Date

Mark H. Scribner, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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 1480, Alexandria, VA 22313-1460

01/21/2009 DRYKNE 00000042 1692396

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

SCHEDULE A

<u>Owner</u>	<u>Registration or Application No.</u>	<u>Country</u>	<u>Filing or Registration Date</u>	<u>Mark</u>
Fab-Tech, Inc.	Registration No. 1,692,396	United States	June 9, 1992	PSP
Fab-Tech, Inc.	Registration No. 1,647,192	United States	June 11, 1991	Tool Vault

TRADEMARK ASSIGNMENT OF SECURITY INTEREST

WHEREAS, Fab-Tech, Inc., a corporation formed under the laws of Vermont, located at 480 Hercules Drive, Colchester, VT 05446 (the "Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to RBS Citizens N.A. ("Senior Lender") pursuant to (i) a certain Senior Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Senior Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Senior Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Senior Lender for its benefit a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

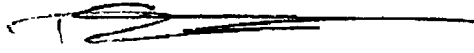
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower hereby assigns unto Senior Lender for its benefit and grant to Senior Lender for its benefit a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


Borrower expressly acknowledges and affirms that the rights and remedies of Senior Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated at Burlington, Vermont as of January 8, 2009

FAB-TECH, INC.
Borrower

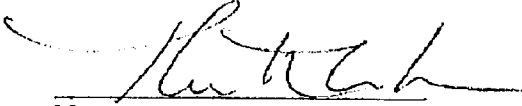
By: 
Name: Paul Frascoia
Title: President

RBS CITIZENS N.A.
Senior Lender

By: 
Name: Peter D. McCarthy
Title: Senior Vice President


STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 8th day of January, 2009, personally appeared Paul Frascoia, on behalf of **FAB-TECH, INC.**, and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of **FAB-TECH, INC.**

Before me, 
Notary
Commission expires: 02/10/11

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 8th day of January, 2009, personally appeared Peter D. McCarthy on behalf of **RBS CITIZENS N.A.**, and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of **RBS CITIZENS N.A.**

Before me, 
Notary
Commission expires: 02/10/11