

9-8-98

RECORDATION FORM COVER TRADEMARKSON

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To the Honorable Commissioner of Patents and Trademarks

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1. Name of conveying party(ies):

Kingsbury Corporation Suite 2120 60 State Street Boston, MA 02109

09-08-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #67

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 3, 1998

2. Name and address of receiving party(ies)

Name: BankBoston, N.A.

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship Association National Banking General Partnership Limited Partnership Corporation-State Other

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE A

Additional numbers attached? Yes No

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

Name: Craig D. Mills

Internal Address: Peabody & Brown

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved:



7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9/29/1998 BMSOYER 00000209 1911100

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01 FC:481 40.00 OP

02 FC:482 75.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Craig D. Mills Name of Person Signing

Signature

9/8/98 Date

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

SCHEDULE A

to

Security Agreement (Intellectual Property)
 dated as of September 4, 1998
 made by Kingsbury Corporation
 in favor of BankBoston, N.A.

Marks

<u>Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>	<u>Goods/ Services</u>	<u>Country/ State</u>
Kingsbury	474,186	4/7/97	4/7/12	-	Canada
Kingsbury	1,911,100	8/15/95	8/15/05	✓ -	U.S.A.
Kingsbury	1,372,063	6/29/89	11/22/98	-	Japan
Kingsbury	885,999	11/12/90	11/30/00	-	Germany
Kingsbury	471,764	8/8/94	5/4/2004	-	Mexico
Hyflex	1,383,055	2/18/86	2/18/06	✓ -	U.S.A.
Hyflex	B1,249,849	8/28/90	6/24/06	-	United Kingdom
Hyflex	470,225	8/18/94	7/7/2004	-	Mexico
Hyflex	325,597	4/3/87	4/3/02	-	Canada
Intellispeed	2,039,472	2/18/97	2/18/07	✓ -	U.S.A.
Cyber-cell	74,659,048	4/11/95*	N/A	✓ -	U.S.A.

*Notice of Allowance 9/24/96

MARKS SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Kingsbury Corporation, a New Hampshire corporation with a place of business at Suite 2120, 60 State Street, Boston, Massachusetts 02109 (the "Grantor") hereby grants to BankBoston, N.A., a national banking association, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Lender"), a continuing security interest in and to all of the rights, title and interest of the Grantor in and to the (i) trademarks, service marks, trademark registrations, service mark registrations, trade names, collective marks and certification marks and trademark and service mark applications, and trade dress, including logos and/or designs, in connection with any of the foregoing including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Borrower's business connected with and symbolized by any of the foregoing (collectively, the "Marks").

The Grantor hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its own name, from time to time, in the Lender's discretion, so long as a Default or an Event of Default shall have occurred and be continuing, to take with respect to the Marks any and all appropriate action which the Grantor might take with respect to the Marks and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Marks Security Agreement.

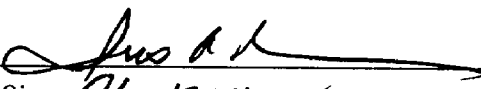
Except to the extent permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Marks.

This Marks Security Agreement is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations as such term is defined in, that certain Security Agreement (Intellectual Property) dated as of the date hereof by and between the Grantor and the Lender, as the same may from time to time be amended and in effect (the "Security Agreement"). The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Marks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument under seal as of September 3, 1998.

GRANTOR:

KINGSBURY CORPORATION

By: 
Title: *Chairman*