

FORM PTO-1594

(Rev. 8-93)

OMB No. 0651-0011 (exp. 4/94)

RECO

12-21-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of Patents

...ed original documents or copy thereof.

1. Name of conveying party(ies):

Windham Machine Company, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: December 7, 1998

2. Name and address of receiving party(ies)

Name: BankBoston, N.A.

Internal Address: See below

Street Address: 100 Pearl Street

City: Hartford State: CT ZIP: 06103

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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)

1,933,128

Additional numbers attached? Yes No

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

Name: James Michael Scaramozza

Internal Address: see below

Street Address: 100 Great Meadow Road

City: Wethersfield State: CT ZIP: 06109

12/16/1998 DMBUTEN 00000248 1933128

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

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.

JACK N. SWENDSEN

Name of Person Signing

Jack N. Swendsen
Signature

7 DEC 1998

Date

PRESIDENT

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box 1000

TRADEMARK

REEL: 1827 FRAME: 0519

**MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT
(TRADEMARKS, SERVICEMARKS, TRADENAMES
AND ASSOCIATED GOODWILL)**

THIS MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT - TRADEMARKS, SERVICEMARKS, TRADENAMES AND ASSOCIATED GOODWILL (the "Assignment") made this 7th day of December, 1998, between **WINDHAM MACHINE COMPANY, INC.**, a Connecticut corporation with an office and principal place of business located at 1102 Windham Road, South Windham, Connecticut 06266 (the "Borrower"), and **BANKBOSTON, N.A.**, a national banking association having a place of business located at 100 Pearl Street, Hartford, Connecticut 06103 (the "Secured Party").

WHEREAS, Borrower and Secured Party have entered into a certain Loan and Security Agreement of even date herewith (the "Loan Agreement") evidencing a certain revolving loan in the principal amount not to exceed \$400,000.00 (the "Revolving Loan") and a certain term loan in the original principal amount of \$129,000.00 (the "Term Loan" collectively with the Revolving Loan, the "Loan"); and

WHEREAS, pursuant to the Loan Agreement, Borrower has executed and delivered to Secured Party (i) a certain Revolving Loan Note (Secured) to evidence the Revolving Loan (the "Revolving Note") and (ii) a certain Term Promissory Note evidencing the Term Loan (the "Term Note" and collectively with the Revolving Note, the "Note"); and

WHEREAS, the Borrower is the sole and exclusive owner of the United States Trademarks and trademark applications and all other corresponding trademarks and trademark applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof and the goodwill associated therewith and relating thereto (the "Trademark Rights"); and

WHEREAS, pursuant to the Loan Agreement, the Borrower has granted the Secured Party a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth therein; and

WHEREAS, it is a condition precedent to the obligation of the Secured Party to make the Loan that the Borrower shall execute and deliver this Assignment;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Loan Agreement, the Borrower hereby agrees with the Secured Party as follows:

1. Borrower hereby assigns, conveys and transfer to the Secured Party, its successors and assigns, on the terms and conditions set forth in the Loan Agreement, and as security for the Note and the obligations and liabilities of the Borrower to the Secured Party under the Loan Agreement, and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower's right, title, and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof and (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under

any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted (hereinafter sometimes collectively referred to as the "Collateral").

2. Borrower represents and warrants unto the Secured Party that Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. Borrower represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by Borrower in connection with its business.

5. Borrower covenants and agrees with the Secured Party that, so long as this Assignment shall remain in effect:

(a) Borrower shall pay all fees necessary for the issuance, maintenance renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) Borrower shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of their reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Borrower shall inform the Secured Party of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. The Secured Party shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Secured Party may reasonably determine to be required to enforce such Trademark Rights.

(c) Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. The Secured Party shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Secured Party may reasonably determine to be required to defend the Trademark Rights.

(d) Borrower shall not, without the written consent of the Secured Party (which consent shall not be unreasonably withheld), permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of the Secured Party, execute and deliver such further documents and do such other acts and things as the Secured Party reasonably may require solely in order to effect the purpose of this Assignment and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Trademark Rights, and, upon the occurrence of an Event of Default (beyond any applicable notice and grace periods) (as such term is defined in the Loan Agreement), the Borrower does hereby irrevocably appoint the Secured Party, its successors and assigns, as its attorney-in-fact to execute

any or all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Borrower authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Rights hereunder.

7. Until the occurrence of an Event of Default as defined in the Loan Agreement and subject to the provisions of the Loan Agreement, the Secured Party hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit Borrower to take any actions prohibited hereunder.

8. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Secured Party for the acts or omissions of the Borrower in connection with any such license or license agreement.

9. This Assignment shall terminate upon written notice by the Secured Party to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in this Assignment and in which a security interest is granted hereunder shall be reconveyed by the Secured Party to Borrower and the Secured Party shall promptly execute, deliver to Borrower and file such documents or instruments as Assignors may reasonable request of such termination.

10. This Assignment shall be binding upon Borrower, its successors, and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

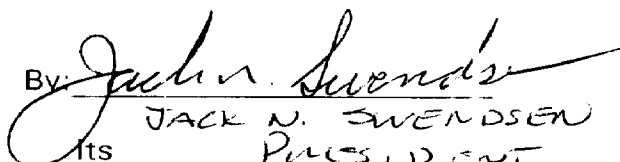
11. This Assignment may not be amended or modified except with the written consent of the Secured Party.

12. Borrower hereby represents and warrants that all Trademark rights are in the name of "Windham Machine Company, Inc." only.

IN WITNESS WHEREOF, Borrower and the Secured Party have caused this Assignment to be executed by their respective officers thereunto duly authorized on the day and year first above written.

BORROWER:

WINDHAM MACHINE COMPANY, INC.

By: 
JACK N. SWENDSEN
Its President
Duly Authorized

SECURED PARTY:


BANKBOSTON, N.A.

By: Laura A. Stack
Laura A. Stack
Its Vice President
Duly Authorized

STATE OF CONNECTICUT }
 } Wethersfield
COUNTY OF HARTFORD }

On this the 7th day of December, 1998, before me, the undersigned officer, personally appeared James Sweeney, who acknowledged himself to be the President of Windham Machine Company, Inc., a Connecticut corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as President.


In Witness Whereof I hereunto set my hand.


Notary Public/ James Sweeney
Commissioner of the Superior Court

STATE OF CONNECTICUT }
 } Wethersfield
COUNTY OF HARTFORD }

On this the 7th day of December, 1998, before me, the undersigned officer, personally appeared Laura A. Stack, who acknowledged herself to be the Vice President of BankBoston, N.A., a national banking association, and that she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the bank, by signing the name of the bank by herself as Vice President.

In Witness Whereof I hereunto set my hand.


~~Notary Public/My Commission Expires:~~
Commissioner of the Superior Court

SCHEDULE A

<u>Application No.</u>	<u>Registration No.</u>	<u>Country</u>	Registration on <u>Filing Date</u>
	1,933,128	U.S.A.	Nov 7, 1995