

01-15-1999

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To the Honorable Commission



100942804

Send original documents or copy thereof.

1. Name of conveying party(ies):

Seneca Printing & Label, Inc.
DeBence Drive
Franklin, PA

- Individual(s)
- General Partnership
- Corporation-State: PA
- 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 30, 1998

01/13/1999 SBURNS 00000074 1479604

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Name: Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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 registration number(s):

A. Trademark Application No.(s)
SEE ATTACHED A

B. Trademark registration No.(s)
SEE ATTACHED A

Additional numbers attached? Yes No

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

Name: Federal Research Corp
1
Internal Address: _____

Street Address: 400 Seventh St NW
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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

Daphne E. Schmitt
Name of Person Signing

[Signature]
Signature

January 6, 1999
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December 22, 1998, by and among SENECA PRINTING & LABEL, INC. and HELLER FINANCIAL, INC.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
1,479,604	AeroWrap	U.S.A.	03/08/88
1,196,447	Salem-The Quality Name in Labels	U.S.A.	05/25/82

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Seneca Printing & Label, Inc., a corporation formed under the laws of the State of Pennsylvania ("Borrower") located at DeBence Drive, Franklin, Pennsylvania, has acquired 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 HELLER FINANCIAL, INC. ("Lender") located at 500 West Monroe, Chicago, Illinois 60661 pursuant to (i) a certain Loan and Security Agreement, dated as of February 28, 1995 between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

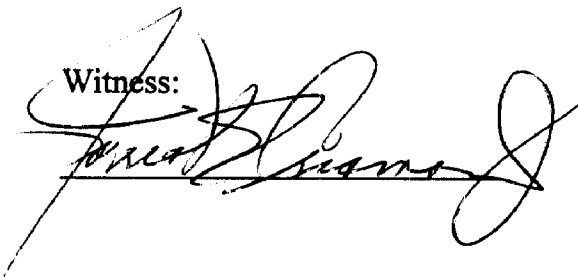
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged Borrower does hereby assign unto Lender and grant to Lender 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.

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

Dated: December 30 1998

Witness:




SENECA PRINTING & LABEL, INC.

By:

Name:

Title:


Randy Hicks
Pres.

Witness:




HELLER FINANCIAL, INC.

By:

Name:

Title:


Joel Richards
SVP

STATE OF New York)
) SS:
COUNTY OF New York)

On this 30th day of December, 1998, before me personally came Randy Hicks, to me known, who, being by me duly sworn, did depose and say that he is the Pres. of Seneca Printing & Label, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Daphne E. Schmitt
Notary Public

STATE OF New York)
) SS:
COUNTY OF New York)

DAPHNE E. SCHMITT
Notary Public, State of New York
No. 5008515
Qualified in Onondaga County
My Commission Expires February 22, 1999

On this 30th day of December, 1998, before me personally came Joel Richards to me known, who, being by me duly sworn, did depose and say that he is the SVP of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said corporation.

Daphne E. Schmitt
Notary Public

DAPHNE E. SCHMITT
Notary Public, State of New York
No. 5008515
Qualified in Onondaga County
My Commission Expires February 22, 1999