

01-20-1999

FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

MPO 1-19-99 Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 PMC ACQUISITION CORPORATION
 380 UNION STREET
 WEST SPRINGFIELD, MA 01089

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State MA
 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: December 29, 1998

2. Name and address of receiving party(ies)
 Name: Springfield Institution for Savings
 Internal Address: _____
 Street Address: 1441 Main Street
 City: Springfield State: MA ZIP: 01103

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State MA
 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)
~~01/20/1999 SBURNS 00000093 0733725~~
~~02 FC1482 30.00 OP~~

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 0733, 725 0,355,751 0733,988

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian D. Harrington, Esquire
 Internal Address: _____
 Street Address: NICOLAI LAW GROUP, P.C.
146 CHESTNUT STREET
 City: SPRINGFIELD State: MA ZIP: 01103

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00 E
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this ~~30~~ 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.
 PMC Acquisition Corporation
 Katherine E. Putnam
 Name of Person Signing

Katherine E. Putnam
 Signature

December 29, 1998
 Date

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 Assignments, Washington, D.C. 20231

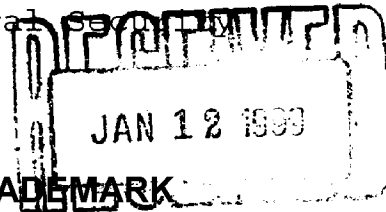
**SECOND MODIFICATION OF PATENT COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

THIS SECOND MODIFICATION OF PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT is effective as of December 29, 1998, by and between PMC ACQUISITION CORPORATION, a Massachusetts corporation having a principal place of business at 380 Union Street, West Springfield, Massachusetts (hereinafter called "Mortgagor"), and SPRINGFIELD INSTITUTION FOR SAVINGS, a Massachusetts banking corporation having its usual place of business at 1441 Main Street, Springfield, Massachusetts (hereinafter called "Mortgagee").

1. For valid consideration, each to the other paid, and in consideration of a Promissory Note of even date in the principal amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, the Assignor and the Bank hereby agree and covenant that the Patent Collateral Security and Pledge Agreement dated July 24, 1996, as modified by First Modification Agreement dated March 20, 1997 is further modified by adding the following provision thereto:

The Obligations secured hereby shall include the Demand Line of Credit Note dated July 24, 1996 in the principal amount of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS, a Term Note dated March 20, 1997 in the principal amount of SEVENTY THOUSAND and 00/100 (\$70,000.00) DOLLARS, a Term Note dated July 24, 1996 in the principal amount of SIX HUNDRED THOUSAND and 00/100 (\$600,000.00) DOLLARS, and a Promissory Note of even date in the principal amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS; the payment and performance of all covenants and agreements herein, and the payment and performance of any and all charges, claims, debts, agreements, liabilities, and obligations of the Mortgagor, or if more than one, any of them, to the Mortgagee, all whether now existing or hereafter arising, and whether rising out of this present financial transaction or separate and related thereto, absolute or contingent, direct or indirect, and whether as maker, endorser, guarantor, or otherwise; (all hereinafter in the aggregate called the 'Loans')."

It is the true, clear and express intention of the Mortgagor that the continuing grant of this Patent Collateral Security and Pledge Agreement shall be subject to the following conditions:



TRADEMARK
REEL: 1841 FRAME: 0272

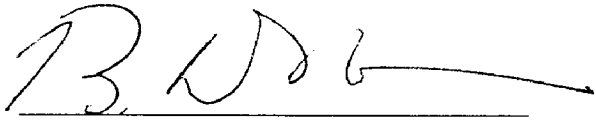
and Pledge Agreement remain as security and as collateral for payment and performance of all of the Obligations, whether now existing or which may hereinafter be incurred by future advances, or otherwise; and whether or not such Obligations are related to the transactions described herein or in the Agreement, by class, or kind, or whether or not contemplated by the parties at the time of the granting of the Patent Collateral Security and Pledge Agreement, or this First Modification.

2. Any ambiguity, contradiction, or discrepancy as between the Patent Collateral Security and Pledge Agreement and this Agreement shall at all times be resolved by the Bank in its sole and exclusive discretion.

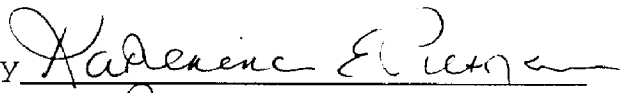
3. The Patent Collateral Security and Pledge Agreement, except as expressly modified, shall remain in full force and effect, in its original tenor, and this instrument shall be incorporated in and become a part of said Agreement.

4. A counterpart of this Agreement shall be annexed to the said Agreement and made a part thereof.

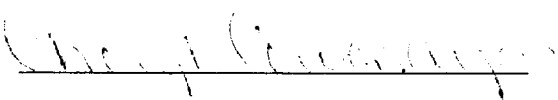
Witness:



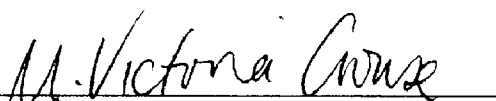
PMC ACQUISITION, INC.

By 
Its President

Witness:



SPRINGFIELD INSTITUTION FOR SAVINGS

By 
Its Vice President

SCHMIDT\SISBANK\PMACQ\PATENT.MOD

PACKAGE PATENTS

United States Patent Number 4,178,640

Package Trademarks

EXHIBIT 1

PACKAGE & Design TRADEMARKS

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Argentina	1,445,325
Benelux	073,916
Canada	142,705
Columbia	88,996
Denmark	363/65
Ecuador	1.055
Germany	782,168
Italy	161,762
Japan	1,986,517
Mexico	191,286
South Africa	B75/2455
Spain	441,289
United States	733,725

Package Trademarks

EXHIBIT 1

MARK: TRANSWRAP

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Argentina	1,438,742
Australia	A169,633
Canada	UCA/19725
Japan	574940
United Kingdom	789975
United States	335,751
Venezuela	12,109

MARK: TRANSWRAP HUSTLER

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
United States	1,079,703