

MRD RECC

02-22-1999



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Tab settings 000 2/16/99

To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of conveying party(ies):

Alexander Technologies, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Effective Date

Execution Date: February 2, 1999

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
General Partnership
Limited Partnership
Corporation-State
Other a 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)

1,911,148 1,949,740 1,753,682
1,932,398 1,698,854 1,507,914
1,507,913 1,468,873 1,468,100

Additional numbers attached? Yes No

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

Name: Laura E. Goldbard, Esq.

Internal Address:

Street Address: Stroock & Stroock & Lavan LLP
180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(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.

Laura E. Goldbard
Name of Person Signing

Laura E. Goldbard
Signature

February 12, 1999

Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 1856 FRAME: 0639

ASSIGNMENT BRANCH
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02/16/1999
01 FC:461
02 FC:462

TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT

This Trademark and Trademark Application Security Agreement (the "**TM Security Agreement**") is made as of the 2nd day of February, 1999, by Alexander Technologies, Inc., a Delaware corporation, with a principal address of 1511 S. Garfield Place, Mason City, Iowa 50401 (hereinafter, the "**Pledgor**"), and BankBoston, N.A., a national banking association with an address of 100 Federal Street, Boston, MA 02110 (the "**Lender**").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated as of December 1997 (as amended and modified from time to time, the "**Loan Agreement**") made between Alexander Manufacturing Co., a Iowa corporation, (the "**Borrower**") and the Lender, the Lender has agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "**Loans**") available to the Borrower;

WHEREAS, Pledgor has guaranteed repayment of the Loans pursuant to a certain Unilimited Guaranty dated as of December, 1997 (the "**Guaranty**");

WHEREAS, as a condition, among others, to agreeing to the accommodations requested by the Borrower, and to further secure the Pledgor's obligations under the Guaranty, the Pledgor has executed this TM Security Agreement.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Pledgor and the Lender agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the obligations under the Guaranty, the Pledgor hereby grants a security interest in favor of, and collaterally assigns to the Lender, with power of sale (which power of

sale shall be exercisable only following the occurrence of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

a. All of the Pledgor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on *EXHIBIT A* annexed hereto and made a part hereof., together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of Pledgor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Lender, the Pledgor shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

b. At the Pledgor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is consistent with its business objections and is the subject of the security interest created herein and then not abandon or delay any such efforts.

c. At the Pledgor's sole cost, expense, and risk, take any and all action which Pledgor deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of

a. the Pledgor's failure, within five (5) days of written notice from the Lender, to cure any failure by the Pledgor to perform any of the Pledgor's obligations set forth in Section 3, above. and/or

b. the occurrence of any Event of Default, the Lender acting in its own name or in that of the Pledgor may (but shall not be required to) act in the Pledgor's place and stead and/or in the Lenders' own right in connection therewith.

5. Pledgor represents and warrants that:

a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Pledgor.

b. No liens, claims or security interests have been granted in any Mark by the Pledgor to any Person other than to the Lender.

6. In order to further secure the Liabilities:

a. The Pledgor shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

i. The Pledgor obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Pledgor's right to sell products containing the trademarks of others in the ordinary course of Pledgor's business).

ii. The Pledgor becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Pledgor's right to sell products in containing the trademarks of others the ordinary course of Pledgor's business).

iii. The Pledgor enters into any new trademark license agreement or service mark license agreement.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6. (a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Pledgor hereby authorizes the Lender to modify this agreement by amending EXHIBIT A to include any future registered trademarks, trademark applications, registered

service marks and service mark applications, written notice of which is so given, *provided*, *however*, the modification of said EXHIBIT shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

8. The Pledgor hereby irrevocably constitutes and designates the Lender as and for the Pledgor's attorney in fact, effective with and upon the Lender's first exercise (the "**First Exercise**") of such powers following the occurrence of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 3.

b. To execute all and singular such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall be exercisable only following the occurrence of an Event of Default.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Pledgor's rights thereunder and with respect thereto

and without any liability for royalties or other related charges from the Lender to the Pledgor.

Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence of an Event of Default.

10. Lender hereby acknowledges that the Pledgor shall continue to have the exclusive right, prior to notice from the Lender following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Pledgor to protect the Marks against encroachment by third parties; provided, however, that Pledgor first notifies Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Pledgor.

11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to Pledgor all such instruments as the Pledgor reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

12. The Pledgor shall, at the request of the Lender, do any and all acts and execute any and all documents required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

13. The Pledgor shall, upon demand, reimburse the Lender for all reasonable costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, fees and reasonable expenses of counsel).

14. Lender hereby acknowledges that the Pledgor shall continue to have the exclusive right, prior to notice from the Lender following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Pledgor to protect the Marks against encroachment by third parties; *provided, however*, that Pledgor first notifies Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Pledgor.

15. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default (and in such circumstances, only with and upon the First Exercise).

16. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

Intentionally Left Blank

IN WITNESS WHEREOF, the Pledgor and the Lender respectively have caused this TM

Security Agreement to be executed by officers duly authorized so to do on the date first above written.

(The "Pledgor")
Alexander Technologies, Inc.

(The "Lender")
BankBoston, N.A.

By *Jamence A. Murray*
Title: *President*

By *Frank [unclear]*
Title: *VICE PRESIDENT*

THE OF ~~Commonwealth~~ *Commonwealth* of Massachusetts
COUNTY OF ~~Suffolk~~ *Suffolk*, SS

Then personally appeared before me who acknowledged that such person the duly authorized of Alexander Technologies, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this *3d* day of *February*, 1999.

[Signature]
Notary Public
My Commission Expires: *9/22/2000*

THE OF ~~Comm.~~ *Comm.* of ~~Mass~~ *Mass*
COUNTY OF ~~Suffolk~~ *Suffolk*, SS

Then personally appeared before me who acknowledged that such person the duly authorized of BankBoston, N.A. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this *4th* day of *February*, 1999.

[Signature]
Notary Public
My Commission Expires: *July 30, 2004*

Signature Page to Trademark Security Agreement
EXHIBIT A

Pledgor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

**ALEXANDER TECHNOLOGIES CORPORATION
SCHEDULE OF REGISTERED TRADEMARKS**

Mark: PERSONAL SMART CHARGER
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Battery chargers
Reg. No.: 1,911,148
Registered: August 15, 1995
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: ANALYZE DISCHARGE CONDITION AND DESIGN
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Battery chargers
Reg. No.: 1,949,740
Registered: January 16, 1996
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: SMART CHARGER
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Electrical battery chargers and parts thereof
Reg. No.: 1,753,682
Registered: February 23, 1993
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: design only, consisting of two stripes on a battery pack
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Battery housings
Reg. No.: 1,932,398
Registered: October 31, 1995
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: POWERING YOUR PORTABLE WORLD
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Communication replacement batteries and battery chargers
Reg. No.: 1,698,854
Registered: July 7, 1992
Affidavit Sec.: 8-15; September 29, 1998
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: POWERSTAR
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Communication replacement batteries and battery chargers
Reg. No.: 1,507,914
Registered: October 11, 1988
Affidavit Sec.: 8-15; April 1, 1995
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: LEXSTAR
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Rechargeable nickel cadmium batteries
Reg. No.: 1,507,913
Registered: October 11, 1988
Affidavit Sec.: 8-15; April 1, 1995
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: ALEXANDER and design
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Rechargeable nickel cadmium batteries
Reg. No.: 1,468,873
Registered: December 15, 1987
Affidavit Sec.: 8-15; March 25, 1993
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995

Mark: TRADEMARK IMAGE AVAILABLE and Design
Intl Class: 9 (electrical & scientific apparatus)
U.S. Class: 21 (electrical apparatus, machines & supplies)
Goods: Batteries
Reg. No.: 1,468,100
Registered: December 8, 1987
Affidavit Sec.: 8-15; March 26, 1993
Registrant: Alexander Manufacturing Company, an Iowa corporation
Assignee: Alexander Manufacturing Corporation, a Delaware corporation
Assignment recorded: November 3, 1995