

04-09-1999

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4-2-99
4.2.99



101006520

original documents or copy thereof.

To the Honorable Commissioner of Patents and Tr.

1. Name of conveying party(ies):

The Fletcher-Terry Company
65 Spring Lane
Farmington, CT 06032

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

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

2. Name and address of receiving party(ies):

Name: BankBoston, N.A.

Internal Address:

Street Address: 100 Pearl Street

City: Hartford State: CT ZIP: 06103

- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Mortgage, Assignment and Security Agreement (Trademarks, Servicemarks, Trade-names and Associated Goodwill)
- Merger
- Change of Name

Execution Date: April 1, 1999

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

A. Trademark Application No.(s)

- 1. 75/409,054
- 2. 75/409,055

B. Trademark registration No.(s)

See Schedule A attached hereto.

Additional numbers attached? Yes No

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

Name: John J. Murphy, Esq.

Internal Address:

Street Address: Mayo, Gilligan & Zito

100 Great Meadow Road

City: Wethersfield State: CT ZIP: 06109

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41): \$ 440.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

04/08/1999 DNGUYEN 00000176 1251522

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
400.00 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.

John J. Murphy

Name of Person Signing

Signature

4/1/99

Date

Total number of pages of this order sheet

2

SCHEDULE A

I. Issued Trademarks

<u>Registration No.</u>	<u>Country</u>	<u>Registration on</u>
1,251,522	USA	Scoremaster
542,265	USA	Fletcher
628,619	USA	Gold Tip
1,091,723	USA	Gold Tip
1,077,282	USA	Fletcher
958,939	USA	Gold Tipped Glass Cutters Design
1,426,249	USA	Fletcher
1,427,229	USA	Frame Mate
1,449,287	USA	Frame-Master
1,533,944	USA	Fletcher 3000
1,594,014	USA	Matmate
1,660,537	USA	Fletcher 2100
1,796,783	USA	Fleximaster
2,069,755	USA	Fletcher 1100
2,128,361	USA	Matmate

II. Pending Trademark Applications

<u>Serial No.</u>	<u>Country</u>	<u>Registration on</u>
75/409,054	USA	V-Lock
75/409,055	USA	Cornerlock

SCHEDULE A

CONTINUATION OF SECTION 4.B

I. Issued Trademarks

<u>Registration No.</u>	<u>Country</u>	<u>Registration on</u>
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628,619	USA	Gold Tip
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2,128,361	USA	Matmate

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

THIS MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT (the "Mortgage") made this 1st day of April, 1999, between **THE FLETCHER-TERRY COMPANY**, a Connecticut corporation with an office and principal place of business located at 65 Spring Lane, Farmington, Connecticut (the "Borrower"), and **BANKBOSTON, N.A.**, a national banking association with an office and principal place of business located at 100 Pearl Street, Hartford, Connecticut (the "Secured Party").

WHEREAS, Secured Party and Borrower entered into a Revolving Loan and Security Agreement dated December 29, 1993, as amended by that certain First Amended and Restated Loan and Security Agreement dated May 15, 1998 (the "1998 Loan Agreement") providing for, *inter alia*, (1) a revolving line of credit of up to \$2,300,000 (the "Revolving Loan") evidenced by a Second Amended and Restated Revolving Loan Note dated May 15, 1998, in the principal amount of up to \$2,300,000.00 (the "Revolving Loan Note") and (2) a commercial term loan in the original principal amount of \$700,000 (the "Second Term Loan") as evidenced by a Term Promissory Note dated May 15, 1998 in the principal amount of \$700,000 (the "Second Term Note");

WHEREAS, the Revolving Loan and the Second Term Loan (collectively, the "Loans") are secured by a blanket security interest in all of Borrower's personal property pursuant to the 1998 Loan Agreement (the 1998 Loan Agreement, the Revolving Loan Note, the Second Term Note, the Financing Agreements (as such term is defined in the 1998 Loan Agreement) and any other documents executed and delivered to Secured Party in connection with the Loans shall be collectively referred to as the "Loan Documents");

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 (the "Trademark Rights"); and

WHEREAS, the 1998 Loan Agreement was modified pursuant to a certain Sixth Loan Modification Agreement of even date herewith (the "Loan Agreement");

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

WHEREAS, it is a condition precedent to the obligation of the Secured Party entering into the Sixth Loan Modification Agreement that the Borrower shall execute and deliver this Mortgage;

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 Security Agreement, the Borrower hereby agrees with the Secured Party as follows:

1. As used herein, the term "Obligations" shall mean any and all loans, overdrafts, indebtedness, obligations, guaranties and liabilities of Borrower to Secured Party of every kind and description, direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising, regardless of how they arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, including, but not limited to, the Loans, and all costs, expenses, fees, charges and attorneys' and other professional fees incurred by Secured Party in connection with any of the foregoing, or in any way connected with or related to the preservation, realization, enforcement, protection or defense of the Collateral, the Loan Agreement, the Revolving Loan Note, the Second Term Note, and the other Loan Documents, and the rights and remedies hereunder or thereunder.

2. The Borrower hereby assigns, conveys and transfers to the Secured Party, its successors and assigns, on the terms and conditions set forth in the Security Agreement, and as security for the Obligations, 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").

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

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

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

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

(a) The 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) The Borrower shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its 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) The 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) The Borrower shall not, without the written consent of the Secured Party, 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 in order to effect the purpose of this Mortgage 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 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 the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

7. 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.

8. Until the occurrence of an Event of Default as defined in Section of the Loan Agreement and subject to the provisions of the Loan Agreement and the Security 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 the Borrower to take any actions prohibited hereunder.

9. 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.

10. This Mortgage 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 the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by the Secured Party to the Borrower and the Secured Party shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonable request of such termination.

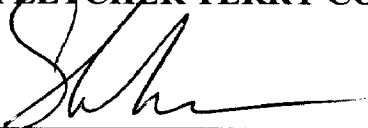
11. This Mortgage shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

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

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


BORROWER:

THE FLETCHER TERRY COMPANY

By: 
Stephen P. LeFebvre
Its Vice President
Duly Authorized

SECURED PARTY:

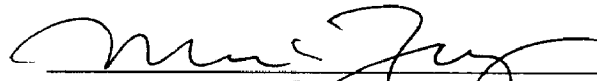
BANKBOSTON, N.A.

By: 
Dean G. Andrews
Its Vice President
Duly Authorized

STATE OF CONNECTICUT }
 } ss. Wethersfield
COUNTY OF HARTFORD }

On this the 1st day of April, 1999, before me, the undersigned officer, personally appeared Stephen P. LeFebvre, who acknowledged himself to be the Vice President of The Fletcher-Terry Company, a corporation, and that he, as such Vice 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 Vice President.


In Witness Whereof I hereunto set my hand.


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

STATE OF CONNECTICUT }
 } ss. Wethersfield
COUNTY OF HARTFORD }

On this the 1st day of April, 1999, before me, the undersigned officer, personally appeared Dean G. Andrews, who acknowledged himself to be the Vice President of BankBoston, N.A., a national banking association, and that he, as such Vice 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 association, by signing the name of the association by himself as Vice President.

In Witness Whereof I hereunto set my hand.



John J. Murphy
Notary Public (My Commission Expires:
Commissioner of the Superior Court