

FORM **PTO-1594**  
(Rev. 93)  
OMB No. 0651-0011 (exp. 4/94)

# RECORDATION F TRADEMARK



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101070374

Tab settings

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 Company  
380 UNION STREET  
WEST SPRINGFIELD, MA 01089

*MPO  
2-22-99*

- Individual(s)
- General Partnership
- Corporation-State MA
- 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: 1/13/99

2. Name and address of receiving party(ies)

Name: Package Machinery Company, Inc.

Internal Address: \_\_\_\_\_

Street Address: 380 UNION STREET

City: WEST SPRINGFIELD State: MA ZIP: 01089

- 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)

B. Trademark Registration No.(s)

1,079,703      335,751      733,998

Additional numbers attached?  Yes  No

*see Document ID# 100974440*

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

Name: Brian D. Harrington

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

- 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

*YOE*

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.

Brian D. Harrington  
Name of Person Signing

*Brian D. Harrington*  
Signature

1/13/99  
Date

Total number of pages including cover sheet, attachments, and document: 1

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

03-01-1999



100974440

481/410  
482/50  
:C.

Jamison J. Barr  
Brian D. Harrington\*  
Paul Peter Nicolait  
Marwan S. Zubi

NICC

BUSINESS LAW & LITIGATION

MRD  
2-22-99

\*Also Admitted in Connecticut  
†Also Admitted in New York & Washington, D.C.

Tarbell-Watters Building  
146 Chestnut Street, Post Office Box 1528  
Springfield, Massachusetts 01101-1528

E-Mail: niclawgrp@niclawgrp.com • Internet: www.niclawgrp.com

Telephone (413) 272-2000 • Facsimile (413) 272-2010

February 18, 1999

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

Re: Trademark Security Agreement  
Trademark Registration #: ~~733,725~~ 1079,23  
335,751  
733,988

Dear Commissioner:

Enclosed for filing, please find; (1) Articles of Amendment changing the name of the owner of the above-referenced marks from PMC Acquisition Corporation to Package Machinery Company, Inc. and (2) a Third Modification of Patent Collateral and Security Agreement with respect to the above referenced trademarks from Package Machinery Company, Inc. to SIS, A Division of Family Bank, FSB, the cover sheets and the \$90.00 filing fee for each. Please record the notice of change of name before recording the assignment.

I am enclosing a copy of this letter together with a self-addressed, postage-paid envelope. I would appreciate your dating the copy of this letter with the date of receipt of the enclosed document and returning same to me at your earliest opportunity.

Thank you for your assistance in this regard.

Sincerely yours,

*B.D.H.*  
Brian D. Harrington

40.00 OP  
50.00 OP

40.00 OP  
50.00 OP

BDH/cbh  
Enclosures

02/26/1999 JMWTKINS 0000063 733725

01 FE:401  
02 FE:402

TRADEMARK

02/26/1999 JMWTKINS 0000062 733725

01 FE:401  
02 FE:402

*JED*  
Examiner

# The Commonwealth of Massachusetts

*821*

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

## ARTICLES OF AMENDMENT (General Laws, Chapter 156B, Section 72)

Name  
Approved

*112* *CV*

We Katherine E. Putnam, \*President / \*Vice President,

and Paul Peter Nicolai, \*Clerk / \*Assistant Clerk,

of PMC Acquisition Corporation

*(Exact name of corporation)*

located at 380 Union Street, West Springfield, MA 01089  
*(Street address of corporation in Massachusetts)*

certify that these Articles of Amendment affecting articles numbered:

Article I

*(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended)*

of the Articles of Organization were duly adopted at a meeting held on January 2, 1999, by vote of:

11,000 shares of common of 11,000 shares outstanding.  
*(type, class & series, if any)*

           shares of            of            shares outstanding, and  
*(type, class & series, if any)*

           shares of            of            shares outstanding.  
*(type, class & series, if any)*

C  
P  
M  
R.A.

~~being at least a majority of each type, class or series outstanding and entitled to vote thereon~~ being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby:

*5*

\*Delete the inapplicable words.      \*\*Delete the inapplicable clause.

<sup>1</sup> For amendments adopted pursuant to Chapter 156B, Section 70.

<sup>2</sup> For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

P.C.

*6/17/96*

To *change* the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total *presently* authorized is:

| WITHOUT PAR VALUE STOCKS |                  | WITH PAR VALUE STOCKS |                  |           |
|--------------------------|------------------|-----------------------|------------------|-----------|
| TYPE                     | NUMBER OF SHARES | TYPE                  | NUMBER OF SHARES | PAR VALUE |
| Common:                  |                  | Common:               |                  |           |
|                          |                  |                       |                  |           |
| Preferred:               |                  | Preferred:            |                  |           |
|                          |                  |                       |                  |           |

*Change* the total authorized to:

| WITHOUT PAR VALUE STOCKS |                  | WITH PAR VALUE STOCKS |                  |           |
|--------------------------|------------------|-----------------------|------------------|-----------|
| TYPE                     | NUMBER OF SHARES | TYPE                  | NUMBER OF SHARES | PAR VALUE |
| Common:                  |                  | Common:               |                  |           |
|                          |                  |                       |                  |           |
| Preferred:               |                  | Preferred:            |                  |           |
|                          |                  |                       |                  |           |

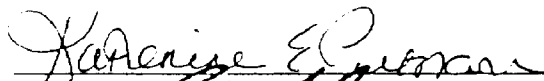
To Change the Name of the Corporation to:

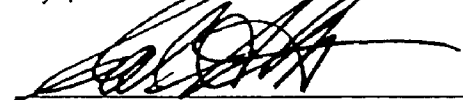
Package Machinery Company, Inc.

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws Chapter 156B, Section 6 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: \_\_\_\_\_

SIGNED UNDER THE PENALTIES OF PERJURY, this 2d day of January, 19 99.

 Katherine E. Putnam, \*President / ~~XXXXXX~~

 Paul Peter Nicolai, \*Clerk / ~~XXXXXX~~

\*Delete the inapplicable words.

645440

780

99 JAN 22 AM 10:03 THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT  
(General Laws, Chapter 156B, Section 72)

I hereby approve the within Articles of Amendment and, the filing fee in the amount of \$ 100.00 having been paid, said articles are deemed to have been filed with me this 22nd day of January 19 99

Effective date: \_\_\_\_\_



WILLIAM FRANCIS GALVIN  
*Secretary of the Commonwealth*

TO BE FILLED IN BY CORPORATION  
Photocopy of document to be sent to:

\_\_\_\_\_  
NICOLAI LAW GROUP, P.C.  
\_\_\_\_\_  
146 CHESTNUT STREET  
\_\_\_\_\_  
SPRINGFIELD, MA 01103-1539  
\_\_\_\_\_

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

KSP THIS THIRD MODIFICATION OF PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT is effective as of February 11, 1999, by and between PACKAGE MACHINERY CORPORATION, INC. f/k/a PMC ACQUISITION CORPORATION, a Massachusetts corporation having a principal place of business at 380 Union Street, West Springfield, Massachusetts (hereinafter called "Mortgagor"), and SIS, a division of FAMILY BANK, FSB, a Federally-chartered savings bank having a principal place of business at 1441 Main Street, Springfield, Massachusetts, successor by merger to SPRINGFIELD INSTITUTION FOR SAVINGS (hereinafter called "Mortgagee").

1. For valid consideration, each to the other paid, and in consideration of an Amended and Restated Revolving Demand Line of Credit Note of even date in the principal amount of FOUR HUNDRED THOUSAND and 00/100 (\$400,000.00) DOLLARS, the Mortgagor and the Mortgagee 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, and by Second Modification Agreement dated December 29, 1998 (collectively, the "Agreement") is further modified by adding the following provision thereto:

The Obligations secured hereby shall include the Amended and Restated Revolving Demand Line of Credit Note of even date in the principal amount of FOUR HUNDRED THOUSAND and 00/100 (\$400,000.00) 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 dated December 29, 1998 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 the Patent Collateral Security 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 Third Modification.

2. Any ambiguity, contradiction, or discrepancy as between the Patent Collateral Security and Pledge Agreement, the Modifications to same, 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:

PACKAGE MACHINERY CORPORATION, <sup>(COMPANY)</sup> ~~CORPORATION~~ \*REC  
INC. f/k/a PMC ACQUISITION  
CORPORATION

[Handwritten Signature]

By Katherine E. Petron  
Its President

Witness:

SIS, a division of FAMILY  
BANK, FSB, successor by merger  
to SPRINGFIELD INSTITUTION FOR  
SAVINGS

[Handwritten Signature]

By [Handwritten Signature]  
Its



**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                  |

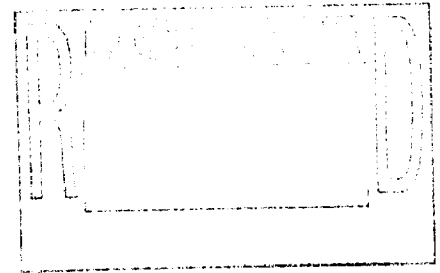
MARK:      TRANSWRAP      HUSTLER

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

Jamison J. Barr  
Brian D. Harrington\*  
Paul Peter Nicolai†  
Marwan S. Zubi

# NICOLAI LAW GROUP, P.C.

BUSINESS LAW & LITIGATION



\*Also Admitted in  
Connecticut  
†Also Admitted in New York  
& Washington, D.C.

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146 Chestnut Street, Post Office Box 1528  
Springfield, Massachusetts 01101-1528

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Telephone (413) 272-2000 • Facsimile (413) 272-2010

June 14, 1999

U.S. Patent & Trademark Office  
Assignment Division  
Box Assignments  
CG-4  
1213 Jefferson Davis Highway  
Suite 320  
Washington, D.C. 20231

Re: Doc. ID: 100974440

Dear Sir/Madam:

Enclosed, please find the documents which were previously submitted for recording. Those documents were returned as they lacked a cover sheet and could not be recorded. The documents are resubmitted with the requisite cover sheet.

In addition a mistake with respect to the registration numbers was discovered and those references have been corrected.

In accordance with the instructions provided, these documents are resubmitted for recording with the cover sheet and reflecting the correct information to be recorded and referencing the document Identification Number. This document is submitted within thirty (30) days of the date of your notice as required to maintain the original filing date. I ask that the registration of these documents be had. If there are any questions regarding this matter, please do not hesitate to call.

Sincerely yours,

Brian D. Harrington

BDH/adl  
Enclosure

TRADEMARK  
REEL: 001916 FRAME: 0784

**CERTIFICATE OF MAILING UNDER 37 CFR 1.8(a)**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: U.S. Patent & Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Highway, Suite 320, Washington, D.C. 20231, on 6/14/99.

Brian D. Harrington, Esquire

A handwritten signature in black ink, appearing to read "B D H", is written over a horizontal line.

Date of Signature: 6/14/99