

FORM PTO-1594 (Rev. 6-93)

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OMB No. 0551-0011 (exp. 4-94)

Tab settings

M20 1-19-99

To the Honorable Commissioner of Patents and Trademarks: Please refer to the attached

1. Name of conveying party(ies):

PMC ACQUISITION CORPORATION
380 UNION STREET
WEST SPRINGFIELD, MA 01089

- 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: 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 SEARCHES 00000053 0733725
02 FC:442 30.00 CP

B. Trademark Registration No.(s)

0733, 725 0,335,751 1,079,703
0,355,751 0733,988

Additional numbers attached? Yes No

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this 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

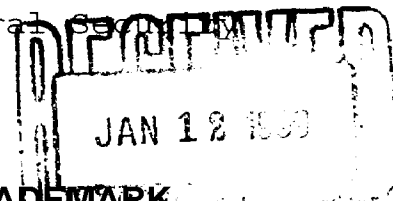
**SECOND MODIFICATION OF PATENT COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

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 deemed to be a



TRADEMARK

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.

[Handwritten Signature]

By *Katherine El...*
Its President

Witness:

SPRINGFIELD INSTITUTION FOR SAVINGS

[Handwritten Signature]

By *M. Victoria Crouse*
Its Vice President

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



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 15, 1999

PTAS



100945740A

NICOLAI LAW GROUP, P.C.
BRIAN D. HARRINGTON, ESQUIRE
146 CHESTNUT STREET
SPRINGFIELD, MA 01103

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/19/1999

REEL/FRAME: 1841/0271
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST

ASSIGNOR:
PMC ACQUISITION CORPORATION

DOC DATE: 12/29/1998
CITIZENSHIP: MASSACHUSETTS
ENTITY: CORPORATION

ASSIGNEE:
SPRINGFIELD INSTITUTION FOR
SAVINGS
1441 MAIN STREET
SPRINGFIELD, MASSACHUSETTS 01103

CITIZENSHIP: MASSACHUSETTS
ENTITY: CORPORATION

APPLICATION NUMBER: 72105538
REGISTRATION NUMBER: 0733725

FILING DATE: 09/30/1960
ISSUE DATE: 07/03/1962

MARK: PACKAGE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TRADEMARK
REEL: 001971 FRAME: 0068

APPLICATION NUMBER: 80355575
REGISTRATION NUMBER: 0355575 ⁰⁰¹⁴
 ~~355751~~ 5/17/99

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 72095648
REGISTRATION NUMBER: ~~0733988~~ ⁰¹²⁴
 ~~355751~~ 5/17/99
 11079, 703

FILING DATE: 04/22/1960
ISSUE DATE: 07/10/1962

MARK: SNIA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS