

10-13-1999

FORM PTC-159
1-31-92



2 SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRO D-8-99

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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20231
with the attached original documents or copy thereof.

1. Name of conveying party(ies):
DIASTAR INC.
6117 Harrison Place
West New York, New Jersey 07093

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: New York
 Other _____

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

2. Name and address of receiving party(ies):
Name: CENTURY BUSINESS CREDIT CORPORATION
Internal Address: _____
Street Address: 119 West 40TH Street
City: New York State: New York ZIP: 10018

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 2, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corp.
Internal Address: _____
Street Address: 400 Seventh St., NW
Suite 101
City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

10/12/1999 MTHA11 00000120 177E326
01 FC:481 40.00 UP
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

Deborah Scheff *Deborah Scheff* 10/14/99
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated ~~August~~^{SEPTEMBER} 2, 1999, by and between
DIASTAR, INC., a New York corporation and CENTURY BUSINESS CREDIT
CORPORATION.

REG. NO. OR
APPLICATION NO.

REG. OR
FILING DATE

MARK

1,772,326

5/18/93

D with Design

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Diastar, Inc., a corporation formed under the laws of New York, located at 6117 Harrison Place, West New York, New Jersey 07093 ("Diastar"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Diastar is obligated to Century Business Credit Corporation ("Lender") located at 119 West 40th Street, New York, New York 10018, pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated the date hereof, between Lender, Diastar, and Sridia Corp., a New York corporation, and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Diastar in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Diastar is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Diastar does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Diastar expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: ^{SEPTEMBER} ~~August~~ 2, 1999

Witness:

Jeffrey Ines

DIASTAR, INC., a New York corporation

By: Pramod Jain

Name: PRAMOD JAIN

Its: PRESIDENT

Witness:

Jeffrey Ines

CENTURY BUSINESS CREDIT CORPORATION

By: Allen Voegel

Name: ALLEN VOGEL

Its: S.R. J.P.

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 24 day of August, 1999, before me personally came FRANCO JAIN, to me known, who, being by me duly sworn, did depose and say that he is the PRESIDENT of Diastar, Inc., a New York corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.




Notary Public

DEBORAH SCHEFF
NOTARY PUBLIC, State of New York
No. 4907990
Qualified in Nassau County
Commission Expires October 13, 1999

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 24 day of August, 1999, before me personally came ALLEN VOGEL, to me known, who, being by me duly sworn, did depose and say that he is the S.K.V.P. of Century Business Credit Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.



Notary Public

DEBORAH SCHEFF
NOTARY PUBLIC, State of New York
No. 4907990
Qualified in Nassau County
Commission Expires October 13, 1999