

05-24-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

RECEIVED  
MAR 24 AM 11:37  
ASSIGNMENT SERVICES  
COMMUNICATIONS

FOR OFFICE USE ONLY

05/24/2001 6TON11 00000247 837964

01 FC:481 40.00 DP  
08 FC:482 25.00 DP

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

TRADEMARK  
REEL: 002302 FRAME: 0479

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="837,964"/>	<input type="text" value="832,939"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

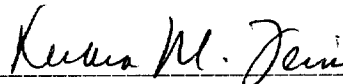
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Debra M. Feins, Esq.  5/23/2001

Name of Person Signing Signature Date Signed

## NOTICE OF SECURITY INTEREST IN TRADEMARKS

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, Third Floor  
Arlington, Virginia 22202

Ladies and Gentlemen:

Pursuant to a Conditional Assignment of Trademarks dated February 6, 1998 between CHARTWELL COMMUNICATIONS, INC., an Illinois corporation (the "Assignor") and CITIZENS BANK OF MASSACHUSETTS (as successor in interest to STATE STREET BANK AND TRUST COMPANY) (the "Lender") (as amended, restated or otherwise modified from time to time), the Assignor has granted to the Lender, a continuing security interest in and conditional assignment of its now owned or licensed (whether as licensee or licensor) or hereafter acquired or licensed (whether as licensee or licensor) registered trademarks and service marks and trademarks and service marks for which applications to register have been filed and are pending or are hereafter filed with the U.S. Patent and Trademark Office (the "PTO") or any other governmental authority, including but not limited to, those registered trademarks and service marks and trademark and service mark applications listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), all renewals thereof, all proceeds of infringement suits, the sole right to sue for past, present, future and threatened infringements of and all rights corresponding thereto throughout the world, and any royalties, licenses, fees, proceeds, improvements and subsequent trademarks or service marks obtained in connection therewith (all of the foregoing being hereinafter collectively referred to as the "Trademarks"), together with a continuing security interest in and a conditional assignment of all its right, title and interest in and to the goodwill of the business to which each of the Trademarks relates. The security interests granted herein are granted in conjunction with the security interests granted by the Assignor to the Lender in the Collateral defined and described under a Security Agreement of even date therewith which, among other things, relate to the products sold under the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to duly execute this Notice of Security Interest in Trademarks as of this \_\_\_ day of March, 2001.

CHARTWELL COMMUNICATIONS,  
INC.

CITIZENS BANK OF MASSACHUSETTS

By: *[Signature]*  
Richard B. Burgess  
Chairman

By: \_\_\_\_\_  
Mark A. Young  
Senior Vice President

THE COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK COUNTY

On this \_\_\_ day of March, 2001, before me personally appeared Mark A. Young, a Senior Vice President of CITIZENS BANK OF MASSACHUSETTS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said Massachusetts trust company, and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said Massachusetts trust company.

Notary Public: \_\_\_\_\_

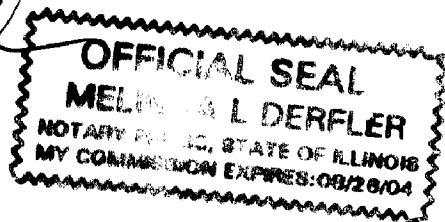
My commission expires: \_\_\_\_\_

STATE OF  
COUNTY OF DUPAGE

On this 27<sup>th</sup> day of March, 2001, before me personally appeared Richard B. Burgess, Chairman of CHARTWELL COMMUNICATIONS, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said corporation, and acknowledged said instrument so executed to be his free act and the free act and deed of said corporation.

Notary Public: *Melinda L. Derfler*

My commission expires: 8/26/04.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to duly execute this Notice of Security Interest in Trademarks as of this 26th day of March, 2001.

CHARTWELL COMMUNICATIONS, INC.

CITIZENS BANK OF MASSACHUSETTS

By: \_\_\_\_\_  
Richard B. Burgess  
Chairman

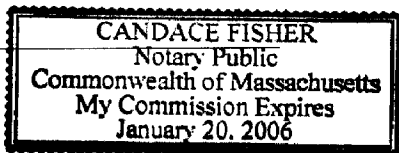
By: Mark A. Young  
Mark A. Young  
Senior Vice President

THE COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK COUNTY

On this 26 day of March, 2001, before me personally appeared Mark A. Young, a Senior Vice President of CITIZENS BANK OF MASSACHUSETTS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said Massachusetts trust company, and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said Massachusetts trust company.

Notary Public: Candace Fisher

My commission expires: \_\_\_\_\_



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of March, 2001, before me personally appeared Richard B. Burgess, Chairman of CHARTWELL COMMUNICATIONS, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said corporation, and acknowledged said instrument so executed to be his free act and the free act and deed of said corporation.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

# EXHIBIT A

Registered Trademarks owned by the Assignor:

MARK	REGISTRATION NUMBER
Furniture Design & Manufacturing	837,964
FDM	832,939