

12-11-2002



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Sussex Technology, Inc. 11-14-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Heller Financial, Inc.
Internal Address:
Street Address: 500 West Monroe
City: Chicago State: IL Zip: 60661
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Assignment of Security Interest
Execution Date: 10312002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/050,140; 76/050,139
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gregory Sager, Esq.
Internal Address: Latham & Watkins Suite 4000
Street Address: 633 West Fifth Street
City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Katherine A. Myers
Name of Person Signing
Signature
November 13, 2002
Date
Total number of pages including cover sheet, attachments, and document: 6

12/10/2002 BTOM11 00000217 76050140
01 FC:0521 40.00 DP
02 FC:0522 25.00 DP

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

TRADEMARK REEL: 002631 FRAME: 0578

ASSIGNMENT OF SECURITY INTEREST  
IN CERTAIN TRADEMARKS

WHEREAS, SUSSEX TECHNOLOGY, INC., a New Jersey corporation (the "Assignor"), having its chief executive office at 104 Demarest Road, Sparta, New Jersey, is the owner of all right, title and interest in and to certain trademarks, service marks and trade names, including those certain applications for trademark registrations set forth in Schedule A attached hereto, and all registrations resulting from such applications, together with the goodwill of the businesses to which such trademarks, service marks and trade names relate (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of October 31, 2002, by and among Applied Tech Products Corp. ("ATP"), each affiliate of ATP from time to time party thereto (including, without limitation, Assignor) and Heller Financial, Inc. ("Assignee"), as Collateral Agent (as amended, amended and restated, modified and/or supplemented from time to time, the "Security Agreement"), Assignor, among other things, granted a security interest in the Trademark Collateral to Assignee, as Collateral Agent; and

WHEREAS, Assignor and Assignee desire to further memorialize the grant from Assignor to Assignee of a security interest in the Trademark Collateral for purposes of, among other things, recording such assignment with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with the terms and conditions of the Security Agreement, Assignor hereby assigns to Assignee a security interest in the Trademark Collateral (which term includes all goodwill in the businesses to which the trademarks and service marks relate) together with all Proceeds (as such terms is defined in the Security Agreement).

The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Interest in Certain Trademarks as of this 11<sup>th</sup> day of November, 2002.

SUSSEX TECHNOLOGY, INC.

By: *Curtis A. Massey*  
Name: *CURTIS A. MASSEY*  
Its: *Treasurer*

Acknowledged and Agreed to this \_\_\_ day of November, 2002.

HELLER FINANCIAL, INC.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Its:



IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Interest in Certain Trademarks as of this \_\_ day of November, 2002.

SUSSEX TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name:  
Its:

Acknowledged and Agreed to this  
10<sup>th</sup> day of November, 2002.

HELLER FINANCIAL, INC.,  
as Collateral Agent

By: Jill E. Johnston  
Name: Jill E. Johnston  
Its: Vice president

**SCHEDULE A**

Name	Serial Number	Date Filed
Disk-Lok	76050140	5/16/2000
Twist-Flow	76050139	5/16/2000