



01-22-2003



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Form PTO-159 (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):

A. W. Chesterton Company

1-15-03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 6/7/02

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address:

Address:

Street Address: One Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State (checked), Rhode Island corporation, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (No checked)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1783160,

1220413, 809268, 801875, 1408088

Additional number(s) attached Yes No (Yes checked)

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

Name: Jodie Salasny, Legal Assistant

Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed (checked), Authorized to be charged to deposit account (checked)

8. Deposit account number:

16/0085

9. Signature.

Jodie Salasny Name of Person Signing

Jodie Salasny Signature

1/14/03 Date

Total number of pages including cover sheet, attachments, and document: 9

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

ATTACHMENT A

Trademarks For Owner: A.W. CHESTERTON COMPANY
 Date of Report: 29MY2002

Docket No.	Current Owner	Cur App No	Cur Reg D	Cur Reg No
CTH-0235 Mark: ARC	A.W. CHESTERTON COMPANY Goods:	74/216523	20JUL1993	1783160
CTH-0507 Mark: RUST TRANSFORMER	A.W. CHESTERTON COMPANY Goods:	73/319306	14DB1982	1220413
CTH-0508US Mark: VALVELON	A.W. CHESTERTON COMPANY Goods:	72/223216	31MY1986	809268
CTH-0511-01 Mark: CHESTERTON	A.W. CHESTERTON COMPANY Goods:	72/213181	11JA1986	801875
CTH-0511-03 Mark: CHESTERTON	A.W. CHESTERTON COMPANY Goods:	73/529031	09SE1986	1408088
CTH-0511-2 Mark: CHESTERTON	A.W. CHESTERTON COMPANY Goods:	72/247655	09JA1988	841870
CTH-0512US Mark: MULTI-LON	A.W. CHESTERTON COMPANY Goods:	73/721671	21FE1989	1525676
CTH-0513US Mark: SUPER-LON	A.W. CHESTERTON COMPANY Goods:	72/038265	15JL1998	664425
CTH-0516US Mark: SPRA-GRIP	A.W. CHESTERTON COMPANY Goods:	84847	09MY2001	714870
CTH-0517US Mark: WHITE-LON	A.W. CHESTERTON COMPANY Goods:	72/038267	15JL1998	664427
CTH-0518US Mark: RUSTSOLVO	A.W. CHESTERTON COMPANY Goods:	72/017548	06AU1997	649561
CTH-0520US Mark: GOLD END	A.W. CHESTERTON COMPANY Goods:	195205	23MR1985	787026
CTH-0522US Mark: PARACHUTE	A.W. CHESTERTON COMPANY Goods:	456884	22JE1983	401978
CTH-0524US Mark: SPRA-FLEX	A.W. CHESTERTON COMPANY Goods:	178416	02EB1984	770623
CTH-0236 Mark: DUOSEAL	CHESTERTON INTERNATIONAL INC. Goods:	74/656744	22FE2000	2322011

<u>Docket No.</u>	<u>Current Owner</u>	<u>Curr App No</u>	<u>Curr Reg D</u>	<u>Curr Reg No</u>
CTH-0514US Mark: SUPERCUP	A. W. CHESTERTON COMPANY Goods	73/355289	26JE1984	1283855
CTH-0526US Mark: EZE-LON	A. W. CHESTERTON COMPANY Goods	73/319305	02MA1982	1191184
CTH-057US Mark: SUPER-WIPER	A. W. CHESTERTON COMPANY Goods	73/355288	05JE1984	1281096

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) dated as of June 7, 2002 (the "Security Agreement"), is by and among A.W. Chesterton Company, a Massachusetts corporation, whose principal place of business is located at 225 Fallon Road, Stoneham, Massachusetts, and Chesterton International, Inc., a Delaware corporation, whose principal place of business is located at 225 Fallon Road, Stoneham, Massachusetts (collectively, the "Pledgors"), and Fleet Capital Corporation (the "Lender").

WHEREAS the Pledgors are the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgors have entered into that certain Credit and Security Agreement dated as of June 7, 2002 (the "Credit Agreement") among the Pledgors and the Lender, pursuant to which the Pledgors have granted to the Lender a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Lender, and grant to the Lender a security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Lender each hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect

to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgors and the Lender have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of June, 2002.

A.W. CHESTERTON COMPANY

By: Ronald J. Maxwell
Name: Ronald J. Maxwell
Title: Vice President

CHESTERTON INTERNATIONAL, INC.

By: Ronald J. Maxwell
Name: Ronald J. Maxwell
Title: Vice President

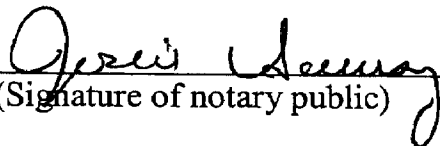
FLEET CAPITAL CORPORATION

By: Matthew T. O'Keefe
Name: Matthew T. O'Keefe
Title: Senior Vice President

Commonwealth of Massachusetts

County of SUFFOLK

On this 7th day of JUNE, 2002, before me personally appeared Ronald J. Maxwell, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of A.W. Chesterton Company with authority to do so.


(Signature of notary public)

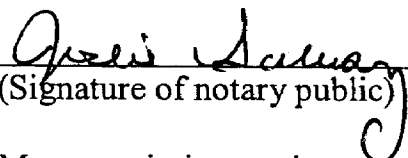
My commission expires: _____

JODIE SALASNY, Notary Public
My commission expires April 8, 2005

Commonwealth of Massachusetts

County of SUFFOLK

On this 7th day of JUNE, 2002, before me personally appeared Ronald J. Maxwell, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Chesterton International, Inc. with authority to do so.


(Signature of notary public)

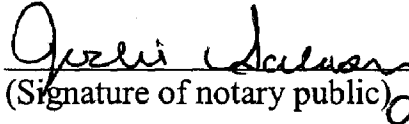
My commission expires: _____

JODIE SALASNY, Notary Public
My commission expires April 8, 2005

Commonwealth of Massachusetts

County of SUFFOLK

On this 7th day of JUNE, 2002, before me personally appeared Matthew T. O'Keefe, the person who signed this instrument and who acknowledged that he/she signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.


(Signature of notary public)

My commission expires: _____

JODIE SALASNY, Notary Public

My commission expires April 8, 2005

4.B. Additional Registration Numbers:

TRADEMARK	Registration No.
CHESTERTON	841870
MULTI-LON	1525676
SUPER-LON	664425
SPRAGRIP	714870
WHITE-LON	664427
RUSTSOLVO	649561
GOLD END	787026
PARACHUTE	401978
SPRA-FLEX	770623
SUPERCUP	1283855
EZE-LON	1191184
SUPER-WIPER	1281096