

08-24-2005

RECORD
TRADEMARK



103068224

To the Director of the U. S. Patent and Trademark Office, at the address or the new address(es) below.

50-81-8

1. Name of conveying party(ies):

SCHAFFER CORPORATION

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 12, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK of AMERICA, N.A.

Internal Address: _____

Street Address: 100 FEDERAL STREET

City: BOSTON

State: MASSACHUSETTS

Country: USA Zip: 02110

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78/016,390

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Wireless Architect (published 7/16/02)

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

Name: JOHN L. HACKETT

Internal Address: BARTLETT HACKETT
Feinberg, P. C.

Street Address: 10 HIGH STREET

City: BOSTON

State: MASSACHUSETTS Zip: 02110

Phone Number: 617 422-0200

Fax Number: 617 422-0383

Email Address: jlh@bosonbusiness.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

John L. Hackett
Signature
JOHN L. HACKETT
Name of Person Signing

2/12/05
Date

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

08/23/2005 ELDOPER 0000025 78/016,390 40.00 DP
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** ("Trademark Agreement") is made as of August 17, 2005 between BANK OF AMERICA, N.A. (the "Bank") and SCHAFER CORPORATION, a Massachusetts corporation (the "Company").

The Company is entering into an Amended and Restated Credit Agreement and an Amended and Restated Security Agreement with the Bank, each dated as of even date herewith (as the same may be modified, amended, supplemented or restated from time to time, collectively, the "Credit Agreement"), pursuant to which the Bank agreed, subject to the terms and conditions set forth therein, to make revolving credit loans and to continue its existing term loan to the Company (collectively referred to herein as, the "Loans");

The Company acknowledges that the Bank's agreement to make and continue the Loans is based, in large part, in reliance upon the Company's agreement to grant to the Bank the security interest in and to the Trademarks to secure the Obligations (as herein defined) and to be subject to the terms and conditions of this Agreement.

The parties hereto are entering into this Agreement to set forth their entire understanding with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement.

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings:

"Obligations" shall mean collectively the following indebtedness, liabilities and obligations of the Company: (a) principal of, premium, if any, and interest on the Notes; (b) any and all other indebtedness or obligations of the Company to the Secured Party under the Credit Agreement or under any agreement or instrument relating thereto, all as amended from time to time; and (c) any and all other indebtedness or obligations of the Company to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising including, without limitation, any and all other fees, premiums or penalties payable by the Company to the Secured Party, including without limitation thereof any hedging agreements, interest rate swaps or collars or other interest rate protection contracts between the Company and Secured Party or its affiliates.

"Event of Default" shall mean an occurrence of an Event of Default as defined in the Credit Agreement.

"Associated Goodwill" means all goodwill of the Company and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

"Pledged Trademarks" Means all of the Company's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights,

the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

“PTO” means The United States Patent and Trademark Office.

“Related Assets” means all assets, rights and interests of the Company that uniquely reflect or embody the Associated Goodwill.

“Trademark Agreement” means this Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

“Trademark License Right” means any and all past, present or future rights and interests of the Company pursuant to any and all past, present and future franchising or licensing agreements in favor of the Company, or to which the Company is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Company or the Bank to enforce, and sue and recover for, any breach or violation of any such agreement to which the Company is a party.

“Trademark Registrations” means all past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Company or the Bank, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

“Trademark Rights” means any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Company or the Bank for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

“Trademarks” means all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Company, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Company or are now owned, held or used by the Company, in the Company's business, or with the Company's products and services, or in which the Company has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Company in the Company's

business or with the Company's products and services, or in which the Company in the future acquires any right, title or interest.

“Use” means, with respect to any Trademark, all uses of such Trademark by, for or in connection with the Company or its business or for the direct or indirect benefit of the Company or its business, including all such uses by the Company itself, by any of the affiliates of the Company, or by any franchisee, licensee or contractor of the Company.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest, Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Company hereby unconditionally grants to the Bank, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Bank. In addition, the Company has executed in blank and delivered to the Bank an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Company hereby authorizes the Bank to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Bank's remedies under this Trademark Agreement and the Credit Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in 2.1, the Company grants, assigns, transfers, conveys and sets over to the Bank, the Company's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) during the continuance of an Event of Default and upon the written demand of the Bank at any time during such continuance.

2.3. Supplemental to Credit Agreement. This Trademark Agreement and the interests granted by the Company to the Bank hereunder are supplemental to the Credit Agreement. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Credit Agreement, the security interest of the Bank in the Collateral (including the Pledged Trademarks) pursuant to the Credit Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Bank in and to the Collateral under or in connection with the Credit Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Bank in and to the Pledged Trademarks (and any and all obligations of the Company with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Bank (and the obligations of the Company) in, to or with respect to the

Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Credit Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Company represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Company; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Company's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Company's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Company's knowledge, there is no infringement by the Company of the trademark rights of others; (vi) the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Company is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third persons, other than the security interest and assignment created by the Credit Agreement and this Trademark Agreement; (vii) the Company has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Company has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Company has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Credit Agreement, will create in favor of the Bank a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this 3; and (xi) except for the filing of financing statements with the Secretary of State for the Commonwealth of Massachusetts and required local filings under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Company or the effectiveness of the security interest and assignment granted hereby or (B) for the perfection of or the exercise by the Bank of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENT.

Without the Bank's prior written consent, the Company will not (i) mortgage, pledge, except for licenses of the Pledge Trademarks in the ordinary course of the Company's business (so long as such license does not devalue or denigrate the Pledged Trademarks) assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any

agreement (for example, a license agreement) that is inconsistent with the Company's obligations under this Trademark Agreement or the Credit Agreement.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Company shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Company shall promptly provide to the Bank notice thereof in writing and execute and deliver to the Bank such documents or instruments as the Bank may reasonably request further to implement, preserve or evidence the Bank's interest therein.

5.2. Amendment to Schedule. The Company authorizes the Bank to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Company's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

6. TRADEMARK PROSECUTION.

6.1. Company Responsible. The Company shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions reasonably deemed by the Company to be necessary or desirable in connection with the Pledged Trademarks, and shall hold the Bank harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Bank in connection with the Bank's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Company shall retain trademark counsel reasonably acceptable to the Bank.

6.2 Company's Duties, etc. The Company shall have the right and the duty, through trademark counsel acceptable to the Bank, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Company. The Company shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Bank, which consent shall not be unreasonably withheld.

6.3. Company's Enforcement Rights. The Company shall have the right to bring suit or other action as the Company reasonably deems to be appropriate in the Company's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The

Company may require the Bank to join in such suit or action as necessary to assure the Company's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Bank is completely satisfied that such joinder will not subject the Bank to any risk of liability. The Company shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including legal fees, incurred by the Bank pursuant to this Section 7.3.

6.4. Protection of Trademarks, etc. In general, the Company shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as it may reasonably determine to be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Company shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

6.5. Notification by Company. Promptly upon obtaining knowledge thereof, the Company will notify the Bank in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Company's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Company or the Bank to dispose of any of the Pledged Trademarks or the rights and remedies of the Bank in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Bank shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Company, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Bank in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Credit Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Company at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Company hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permitted under applicable law, purchase or license the

whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. FURTHER ASSURANCES.

The Company shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as may be reasonably necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Bank may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Bank the grant, perfection and priority of the Bank's security interest in the Pledged Trademarks.

9. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Bank shall, upon the written request and at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Company the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Bank by the Company pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Bank pursuant hereto or the Credit Agreement.

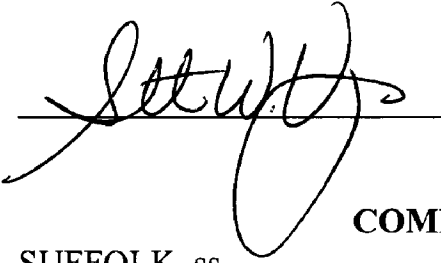
10. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Company and its respective successors and assigns, and shall inure to the benefit of the Bank and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Trademark Agreement shall be construed and enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Company acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

WITNESS

SCHAFFER CORPORATION

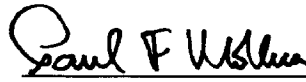


By: 
John E. Kellner, Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12TH day of August, 2005 personally appeared John E. Kellner, to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Financial Officer and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said John E. Kellner acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
My commission expires:

PAUL F. MOLLIKA
NOTARY PUBLIC
My commission expires Feb. 6, 2009

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>App No. or Reg. No.</u>	<u>Place of Filing</u>	<u>Registration or Filing Date</u>
Wireless Architect	ser. no. 78/016,390	USPTO	Pub Date 7/16/02