

11-08-2010

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To the Director of the U S Patent and Trademark Office 103610870

Documents or the new address(es) below

01-5-11

1. Name of conveying party(ies):

TD Bank, N A f/k/a TD Banknorth, N A.

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

Citizenship (see guidelines) MA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Lampin Corporation

Internal

Address _____

Street Address P O Box 327

City Uxbridge

State MA

Country United States Zip 01569-0327

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship MA
- 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)

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

Execution Date(s) 12/20/2006

- Assignment
- Security Agreement
- Other Release Of Assignment
- Merger
- Change of Name

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

A Trademark Application No (s)

72/453227

B Trademark Registration No.(s)

0984445

Additional sheet(s) attached? Yes No

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

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

Name Belinda Almoney

Internal Address Bates Mill # 3, 2nd Floor

Street Address 32 Chestnut Street

City Lewiston

State ME Zip: 04240

Phone Number 207-755-6373

Fax Number 207-753-5837

Email Address belinda.almoney@tdbanknorth.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/08/2010 HIRON11 00000017 72453227

Deposit Account Number 01 EC:0521 40.00 OP
02 FC:0550 25.00 OP

Authorized User Name _____

9. Signature:

Maurice A Chabot

Signature

10/21/2010

Date

Maurice A Chabot

Name of Person Signing

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

8

(1)

Form PT O-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lampin 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) 12/20/06

- 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: TD Banknorth, N.A.

Internal _____

Address: _____

Street Address: 370 Main Street

City: Worcester

State: Massachusetts

Country: United States Zip: 01606

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

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)
72/453227

B. Trademark Registration No.(s)
0984445

Additional sheet(s) attached? Yes No

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

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

Name: Dennis Polani, Esq.

Internal Address: _____

Street Address 446 Main Street, 21st Floor

City: Worcester

State: Massachusetts Zip: 01608

Phone Number: (508) 798-2480

Fax Number: (508) 797-9561

Email Address: dpolani@phslaw.com

6. Total number of applications and registrations Involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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:

Scott Rossiter
Signature

12/20/06
Date

Scott Rossiter, President of Lampin Corporation
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 004401 FRAME: 0083

COLLATERAL ASSIGNMENT OF ACQUISITION DOCUMENTS

COLLATERAL ASSIGNMENT OF ACQUISITION DOCUMENTS dated this 20th day of December, 2006 between **Lampin Corporation**, a Massachusetts corporation with a place of business at 38 River Road, Uxbridge, MA 01569 (the "Borrower" or "Assignor") and **TD Banknorth, N.A.**, with a place of business at 370 Main Street, Worcester, MA 01608 (the "Lender" or "Assignee").

RECITALS

A. This Assignment is made for value received and to induce the Lender to provide financial accommodations pursuant to the terms of a Loan and Security Agreement between the Assignor and the Assignee (as amended from time to time, the "Loan Agreement").

B. The Assignor is party to or holder of a Stock Purchase Agreement among the Assignor, LAMPIN Employee Stock Ownership Trust (the "ESOT"), Scott Rossiter, and Lois M. Rossiter, the ESOP Loan Agreement, ESOP Note, ESOP Pledge Agreement, Stock Certificates, Stock Powers and other documents executed (except for the Stock Certificate) and delivered by the ESOT in connection with the financing by the Borrower of the ESOT's purchase of the stock of the Borrower from Scott Rossiter and Lois M. Rossiter, and has filed a UCC Financing Statement naming the ESOT as debtor and the Assignor as secured party (herein, collectively, the "Acquisition Documents").

✓ C. Assignor has agreed to assign its rights and remedies under any and all of the Acquisition Documents to Assignee as security for the payment and performance of its Obligations to the Assignee upon the terms and conditions contained herein; and

D. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Loan Agreement.

Now therefore, for valuable consideration received, the parties hereto agree as follows:

1. **Assignment of Acquisition Documents.** Assignor grants a security interest in, and also pledges, transfers and assigns to Assignee, as security for the timely and full payment and performance of "Obligations" as defined in the Loan Agreement, all of Assignor's entire rights and remedies under each of the Acquisition Documents and all proceeds thereof. In connection with this Assignment, the Assignor shall deliver to the Assignee simultaneously herewith the original Stock Certificates referenced above and Stock Powers with respect to those Stock Certificates assigning the shares of stock represented by the Stock Certificates to the Assignee, and the ESOP Note referenced above duly endorsed to the Assignee.

2. **Debt Secured.** This Assignment is made to secure the timely and complete payment and performance of the Obligations.

3. **Assignor's Warranties.** Assignor represents and warrants that:

a. The Acquisition Documents assigned hereunder constitute all of the Acquisition Documents referred to in the Loan Agreement;

b. Each of the Acquisition Documents has been duly executed by the ESOT, and Scott Rossiter and Lois M. Rossiter as applicable and delivered to the Assignor and is presently outstanding, valid and in full force and effect;

c. Assignor holds all right, title and interest in and to the Acquisition Documents, may assign the same hereunder and has obtained the acknowledgement and consent of the ESOT for the execution and delivery hereof;

d. Each Acquisition Document is now unencumbered, except for the assignment herein;

e. The Assignor is not in default under any of the terms, conditions or covenants of any Acquisition Document; and

f. Each of the statements contained in the Recital Sections of this Assignment are true, accurate and complete.

4. **Assignor's Covenants.** Subject to the provisions of the Acquisition Documents, Assignor covenants and agrees all at the sole cost and expense of the Assignor:

a. To observe and perform all obligations imposed on it under the Acquisition Documents; to maintain the Acquisition Documents in full force and effect and to take all action necessary for such purpose; not to do or permit to be done anything to impair the effectiveness or the security thereof; and to indemnify Assignee from the consequences of any failure to do so;

b. To exercise and enforce diligently and prudently its rights under the Acquisition Documents and to defend its rights, title and interest to and under the Acquisition Documents against all persons, claims and demands whatsoever;

c. Not to execute any other assignment of Assignor's interest in the Acquisition Documents;

d. Not to terminate, cancel, surrender or assign any Acquisition Loan Document nor to cause or permit a termination or modification of any Acquisition Loan Document without the prior written consent of Assignee; and

e. Assignor will not waive or give any consent with respect to any default or variation in the performance of any of the Acquisition Documents, it will at all times take proper steps to enforce all of the provisions and conditions thereof and prevent the same from lapsing, and it will notify Assignee of any defaults under the Acquisition Documents;

f. No party is in breach of any Acquisition Document;

g. Assignor shall observe and perform all obligations imposed on it under the Acquisition Documents; will maintain the Acquisition Documents in full force and effect; will not do or permit to be done anything to impair the security thereof;

h. Assignor will exercise and diligently and prudently enforce its rights under the Acquisition Documents;

i. Promptly notify Assignee in writing of (i) any default by any party under any Acquisition Document, (ii) the giving of any notice by any party under or relative to any Acquisition Document of any alleged default by Assignor or the ESOT, in the performance or observance of any of the terms of the Acquisition Documents, or of the termination or expiration of any such Acquisition Document, together with a true copy of each such notice, and (iii) any other event or occurrence which could affect the Assignor's rights under any of the Acquisition Documents or the value thereof to the Assignee.

5. Certain Terms and Conditions

a. **Remedies.** In the event of the Assignor's default in the performance of any obligation under any Acquisition Document, or of the Obligations, or the occurrence of any other Event of Default under the Loan Agreement or any other Loan Document, whether or not any of the Obligations have been accelerated by the Assignee, then without notice or regard to the adequacy of the security for the Obligations secured hereby, personally or by its agents, with or without bringing any action or proceedings, in its own name or in the name of the Assignor, the Assignee shall have the right, but not the obligation, to exercise or succeed from time to time to the Assignor's rights and remedies under any or all of the Acquisition Documents and to take any and all action required or permitted to be taken pursuant to the terms thereof, and Assignee may take any actions necessary to transfer any or all of the Acquisition Documents to the name of Assignee or any nominee or further assignee thereof. The Assignee shall have and may exercise all such powers specifically delegated to Assignee hereunder and all powers which are incidental thereto. The exercise or nonexercise by the Assignee of any rights or powers granted in this Assignment shall not be considered a waiver of any default of the Assignor. Assignor hereby irrevocably appoints Assignee its attorney-in-fact, coupled with an interest to do all acts

permitted herein in Assignor's stead and place. The Assignor instructs and authorizes the ESOT to recognize and act upon instructions or notices by the Assignee alone as Assignee and/or attorney-in-fact hereunder without liability on the part of the ESOT to the Assignor regardless of whether Assignor joins in, agrees with or consents to said instructions or notices.

b. Assignor to Remain Liable. Notwithstanding anything herein or in the Acquisition Documents to the contrary, the Assignor shall remain liable under each of the Acquisition Documents and shall observe and perform all obligations of the Assignor thereunder. The exercise by the Assignee of any of the rights assigned hereunder shall not release the Assignor from any of its obligations under any Acquisition Documents or under any Loan Document.

c. Indemnification of Assignee. Assignee shall not be liable for any loss or liability sustained by Assignor resulting from any act or omission in connection with Assignee's exercise of its rights and remedies hereunder, without exception. At no time prior to the express, voluntary assumption thereof by Assignee shall Assignee be obligated to perform or discharge any obligation or duty under any Acquisition Documents. To the extent permitted by law, Assignor agrees to indemnify Assignee for any cost, expense, liability, loss or damage which may be incurred under any Acquisition Documents or by reason of this Assignment or the exercise of Assignee's rights hereunder. In the event Assignee incurs any such cost, expense or liability referred to above or in defense of any such claims or demands, the amount thereof, including costs and reasonable attorney's fees, shall be secured by this Assignment and the other Loan Documents and Assignor shall reimburse Assignee immediately therefor upon the demand of Assignee. The foregoing indemnity shall survive any release or termination of this Assignment.

d. Releases by Assignee. Assignee may take or release other security for the Obligations or any part thereof secured by this Assignment, and may further release any party primarily or secondarily liable, and may apply any other security held by Assignee to the satisfaction of the Obligations or any part thereof without prejudice to any rights under this Assignment.

e. Remedies of Assignee Not Exclusive. Nothing contained in this Assignment nor any act done or omitted by Assignee pursuant to the terms of this Assignment shall be deemed a waiver by Assignee or any of rights or remedies under any of the Loan Documents and this Assignment is executed without prejudice to any rights or remedies possessed by Assignee under the terms of any other instruments, whether referred to herein or otherwise or under applicable law. The right of Assignee to collect the principal, interest and other indebtedness secured by this Assignment, and to enforce any other security, may be exercised by Assignee prior to, contemporaneously with, or subsequent to any action taken under this Assignment. All rights and remedies of the Assignee are cumulative and not exclusive.

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6. **Default.** Breach by the Assignor of any representation, warranty, covenant or other provisions contained herein shall constitute an Event of Default under the terms of the Loan Agreement and each other Loan Document.

7. **Certain Waivers.**

(a) **THE ASSIGNOR AND ASSIGNEE IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE ASSIGNOR OR ASSIGNEE IN RESPECT OF THIS AGREEMENT, THE NOTES OR ANY OTHER LOAN DOCUMENT.**

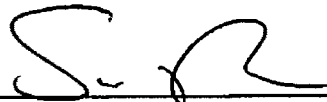
(b) **THE ASSIGNOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION.**


8. **Effect of Assignment.** The terms, provisions, representations and warranties herein contained shall be binding upon the Assignor and the respective heirs, administrators, executors, successors and assigns of the Assignor, and shall inure to the benefit of the Assignee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the day and year first above written.



Witness

Lampin Corporation

By: 
Scott Rossiter, President & Treasurer


Witness

TD Banknorth, N.A.

By: 
Mark D. Fellion, Vice President

(8)



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 01, 2007

PTAS



103366130A

DENNIS POJANI, ESQ.
446 MAIN STREET, 21ST FLOOR
WORCESTER, MASSACHUSETTS 01608

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/25/2007

REEL/FRAME: 003472/0903
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:

✓ LAMPIN CORPORATION

DOC DATE: 12/20/2006
CITIZENSHIP: MASSACHUSETTS
ENTITY: CORPORATION

ASSIGNEE:

✓ TD BANKNORTH, N.A.
370 MAIN STREET
WORCESTER, MASSACHUSETTS 01608

CITIZENSHIP:
ENTITY: BANK

APPLICATION NUMBER: 72453227
REGISTRATION NUMBER: 984445

FILING DATE: 04/02/1973
ISSUE DATE: 05/21/1974

MARK: MITRPAK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

(3)