

06-21-1999



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

1. Name of conveying party(ies):
Reed - Prentice, Ltd.
380 Union Street
West Springfield, MA 01089
Additional name(s) of conveying party(ies) attached? Yes No

MRP
2-12-99

2. Name and address of receiving party(ies)
Name: SIS, A Division of Family Bank, FSB
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 2/11/99

Street Address: 1441 Main Street
City: Springfield State: MA ZIP: 01003
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) _____ B. Patent No.(s)
4,256,447 4,281,977
4,282,176 4,301,100
4,370,116
Additional numbers attached? Yes No

See
DOCUMENT ID# 1009784391

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian D. Harrington
Internal Address: _____
Street Address: Nicolai Law Group, P.C.
146 Chestnut Street
City: Springfield State: MA ZIP: 01103

6. Total number of applications and patents involved: 5
7. Total fee (37 CFR 3.41).....\$200.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. 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.
Katherine E. Putnam, President *Katherine E. Putnam* 2/11/99
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

021
022

ARTICLES OF AMENDMENT (General Laws, Chapter 156B, Section 72)

QSD
Examiner

RET
HZ

Name
Approved

We, Katherine E. Putnam, *President / *Vice President.

and Paul Peter Nicolai, *Clerk / *Assistant Clerk.

of Reed IP, Inc.
(Exact name of corporation)

located at 380 Union Street, West Springfield, MA 01089
(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

Articles I and II
(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended)

of the Articles of Organization were duly adopted at a meeting held on January 2, 1999, by vote of:

1100 shares of common of 1100 shares outstanding,
(type, class & series, if any)

_____ shares of _____ of _____ shares outstanding, and
(type, class & series, if any)

_____ shares of _____ of _____ shares outstanding,
(type, class & series, if any)

C
P
M
R.A.

~~XXXXXX~~ being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby:

*Delete the inapplicable words. **Delete the inapplicable clause.

¹ For amendments adopted pursuant to Chapter 156B, Section 70.

² For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

1/28/98 nc

To *change* the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total *presently* authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

Amendment to Article I: To change corporate name to Reed-Prentice, Ltd.

Amendment to Article II: To change the purpose statment to:
To develop , sell and licence injection molding machines and related products and to perform any other act or activity for which corporations may be formed.

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 156B, Section 6 unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: _____

SIGNED UNDER THE PENALTIES OF PERJURY, this 2d day of January, 19 99

Katherine E. Putnam Katherine E. Putnam, *President / ~~XXXXXX~~

Paul Peter Nicolai Paul Peter Nicolai, *Clerk / ~~XXXXXX~~

*Delete the inapplicable words.

64410

7861

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 156B, Section 72)

I hereby approve the within Articles of Amendment and, the filing fee in the amount of \$100.00 having been paid, said articles are deemed to have been filed with me this 13th day of January 19 99.

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

NICOLAI LAW GROUP, P.C.

146 CHESTNUT STREET

SPRINGFIELD, MA 01103-1539

**FIRST MODIFICATION OF PATENT COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

THIS FIRST MODIFICATION OF PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT is effective as of February 11, 1999, by and between REED-PRENTICE, LTD. f/k/a REED IP, INC., a Massachusetts corporation having a principal place of business at 380 Union Street, West Springfield, Massachusetts (hereinafter called "Mortgagor"), and SIS, a division of FAMILY BANK, FSB, a Federally-chartered savings bank having its usual place of business at 1441 Main Street, Springfield, Massachusetts, successor by merger to SPRINGFIELD INSTITUTION FOR SAVINGS (hereinafter called "Mortgagee").

1. For valid consideration, each to the other paid, and in consideration of an Amended and Restated Revolving Demand Line of Credit Note of even date in the principal amount of FOUR HUNDRED THOUSAND and 00/100 (\$400,000.00) DOLLARS executed by PACKAGE MACHINERY CORPORATION, INC. in favor of Mortgagee and guaranteed by the Mortgagor, the Mortgagor and the Mortgagee hereby agree and covenant that the Patent Collateral Security and Pledge Agreement (the "Agreement") dated December 29, 1998 is modified by adding the following provision thereto:

The Obligations secured hereby shall include, without limitation, the Mortgagor's Guarantees of the following described Notes executed by PACKAGE MACHINERY CORPORATION, INC. f/k/a PMC ACQUISITION CORPORATION: The Amended and Restated Revolving Demand Line of Credit Note of even date in the principal amount of FOUR HUNDRED THOUSAND and 00/100 (\$400,000.00) DOLLARS, a Term Note dated March 20, 1997 in the principal amount of SEVENTY THOUSAND and 00/100 (\$70,000.00) DOLLARS, a Term Note dated July 24, 1996 in the principal amount of SIX HUNDRED THOUSAND and 00/100 (\$600,000.00) DOLLARS, and a Promissory Note dated December 29, 1998 in the principal amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS; the payment and performance of all covenants and agreements herein; and the payment and performance of any and all charges, claims, debts, agreements, liabilities, and obligations of the Mortgagor, or if more than one, any of them, to the Mortgagee, all whether now existing or hereafter arising, and whether rising out of this present financial transaction or separate and related thereto, absolute or contingent, direct or indirect, and whether as maker, endorser, guarantor, or

otherwise; (all hereinafter in the aggregate called the 'Loans')."

It is the true, clear and express intention of the Mortgagor that the continuing grant of the Patent Collateral Security and Pledge Agreement remain as security and as collateral for payment and performance of all of the Obligations, whether now existing or which may hereinafter be incurred by future advances, or otherwise; and whether or not such Obligations are related to the transactions described herein or in the Agreement, by class, or kind, or whether or not contemplated by the parties at the time of the granting of the Patent Collateral Security and Pledge Agreement, or this First Modification.

2. Any ambiguity, contradiction, or discrepancy as between the Patent Collateral Security and Pledge Agreement and this Agreement shall at all times be resolved by the Mortgagee in its sole and exclusive discretion.

3. The Patent Collateral Security and Pledge Agreement, except as expressly modified, shall remain in full force and effect, in its original tenor, and this instrument shall be incorporated in and become a part of said Agreement.

4. A counterpart of this Agreement shall be annexed to the said Agreement and made a part thereof.

Witness:

REED-PRENTICE, LTD. f/k/a
REED IP, INC.

B. D. H.

By Katherine E. Petman
Its President

Witness:

SIS, a division of FAMILY
BANK, FSB, successor by merger
to SPRINGFIELD INSTITUTION FOR
SAVINGS

Alan B. ...

By M. Victoria Chase
Its

SCHMIDT\SISBANK\PMCREED\PATENT.1

SCHEDULE "A"

REED TRADEMARKS

MARK: REED

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Canada	154,615
France	1,393,977
Germany	840,613
United States	849,354

MARK: REED PRENTICE

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
Argentina	772,550
Brazil	003,686,361
Ecuador	1059
Japan	541,004
South Africa	B75/2456
Spain	777,899
United States	668,953
Venezuela	52,829

MARK: DUPLIMATIC

United States	783,988
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MARK: REED CYCLE MASTER I

United States	1,334,078
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MARK: HYDRO-TOGGLE

United States	1,152,923
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REED PATENTS

Canadian Patent No. 1,118,975
Canadian Patent No. 1,158,819
United States Patent No. 4,256,447
United States Patent No. 4,282,176
United States Patent No. 4,281,977
United States Patent No. 4,301,100
United States Patent No. 4,370,116