

8-10-99

RECORDA
P.

08-13-1999



To the Honorable Commissioner of Patents and Trademarks: Plea

reof.

101116665

1. Name of conveying party(ies):

Jerr-Dan Corporation

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: July 26, 1999

2. Name and address of receiving party(ies):

Name: BankBoston, N.A.

Internal Address: _____

Street Address: 100 Federal St.

City: Boston State: MA Zip: 02110

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: N/A

A. Patent Application No.(s)

B. Patent No.(s)

See Attached Schedule A

Additional numbers attached? Yes No

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N.W. Suite 800 East

City: Washington, DC State: DC Zip: 20005

6. Total number of applications and patents involved:

..... [15]

7. Total Fee (37 CFR 3.41) \$ 600

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1945

DO NOT USE THIS SPACE

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.

Catherine R. Howell
Name of Person Signing

Catherine R. Howell
Signature

August 10, 1999
Date

Total number of pages including cover sheet, attachments and document: [3]

MHODMA.Wash;7060735;1

08/13/1999 NTHAI1 00000017 181945 5839775

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PATENT
REEL: 010154 FRAME: 0270

EXHIBIT A

Patent Owner	US Patent Number	Date Issued
Jerr-Dan Corporation	5839775	11/24/1998
Jerr-Dan Corporation	5722810	03/03/1998
Jerr-Dan Corporation	5713714	02/03/1998
Jerr-Dan Corporation	5697741	12/16/1997
Jerr-Dan Corporation	5672042	09/30/1997
Jerr-Dan Corporation	5575606	11/19/1996
Jerr-Dan Corporation	5370196	12/06/1994
Jerr-Dan Corporation	5133633	07/28/1992
Jerr-Dan Corporation	5044865	09/03/1991
Jerr-Dan Corporation	4797057	01/10/1989
Jerr-Dan Corporation	D284274	06/17/1986
Jerr-Dan Corporation	4368002	01/11/1983 (expired)
Jerr-Dan Corporation	4353597	10/12/1982 (expired)
Jerr-Dan Corporation	4239275	12/16/1980 (expired)
Jer-Dan Corporation (misspelled on the registration)	5782596	07/21/1998

MHODMA.Active:8047619:1

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PATENT
REEL: 010154 FRAME: 0271

MEMORANDUM OF PATENT SECURITY INTEREST

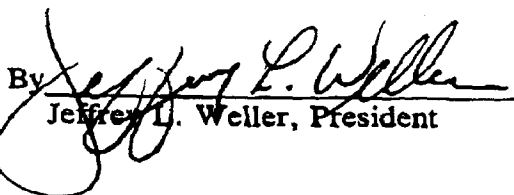
This Memorandum is dated as of July 26, 1999 between JerrDan Corporation a Pennsylvania corporation (the "Patent Owner"), having a place of business at 1080 Hykes Road, Greencastle, PA 17225, and BankBoston, N.A., as agent (the "Secured Party") for itself and certain other lenders under the Credit Agreement dated as of July 26, 1999, as from time to time in effect, among the Patent Owner, certain of its affiliates, certain lenders party thereto and the Secured Party, having a place of business at 100 Federal Street, Boston, Massachusetts 02110.

1. Pursuant to the Security Agreement dated as of July 26, 1999, as from time to time in effect (the "Security Agreement"), among the Patent Owner, certain of its affiliates and the Secured Party, the Patent Owner has granted to the Secured Party a security interest in certain patents and applications therefor listed in Exhibit A attached hereto and made a part hereof, together with the registrations thereof and other applications filed with respect to the inventions covered thereby, or as a continuation-in-part, or division of any application mentioned above, or for reissue of any patent mentioned above or granted on an application mentioned above, and any United States patent issuing on any patent application mentioned above (collectively, the "Collateral").
2. The Patent Owner is the exclusive owner of all rights in the Collateral, including all right, title and interest in and to any cause of action that has previously arisen or that may arise with respect to unconsented use or infringement of the inventions embodied in the patents and patent applications mentioned above. The Patent Owner has the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

The Patent Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Patent Owner:

JERRDAN CORPORATION

By 
Jeffrey L. Weller, President

Secured Party:

BANKBOSTON, N.A.,
as Agent under the Credit Agreement referred
to above

By 
Authorized Officer

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