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No. 0651-0011 (exp. 4/94)  
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RECEIVED  
 U.S. DEPARTMENT OF COMMERCE  
 Patent and Trademark Office  
 JUN 23 1998  
 Original documents or copy thereof.

To the Honorable Commissioner c

Name of conveying party(ies):

OLIVETTI OFFICE USA, INC.  
765 U.S. Highway 202  
Bridgewater, New Jersey 08807

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

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

Nature of conveyance: MRD 6-29-98

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: December 30, 1997

2. Name and address of receiving party(ies)

Name: Mellon Bank, N.A.  
 Internal Address:  
 Street Address: 1035 Lincoln Highway  
Suite 1080  
 City: Edison State: NJ ZIP: 08817

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

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)  
 Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)  
 75-162,786 (Royal Glo) 7/29/97  
 74-644,927 (Brain Gear) 7/15/97  
 75-975,374 (Brain Gear 3A.B.C.) 7/15/97

B. Trademark Registration No.(s)  
 75-170,926 (Jaws) 9/24/96

Additional numbers attached?  Yes  No

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

Name: Linda K. Connolly, Esq.  
 Internal Address: Pitney, Hardin, Kipp & Szuoh  
 Street Address: P.O. Box 1945  
 City: Morristown State: NJ ZIP: 07962

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 115E

(Attach duplicate copy of this page if paying by deposit account)

07/09/1998 DNGUYEN 0000061 75170926

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

Statement and signature 40.00 DP  
75.00 DP  
 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.

LINDA K. CONNOLLY, ESQ.

Name of Person Signing

Signature

6/23/98  
Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK  
 REEL: 1749 FRAME: 0375

Record and Return to:  
Linda K. Connolly, Esq.  
Pitney, Hardin, Kipp & Szuch  
P.O. Box 1945  
Morristown, NJ 07962-1945

**PLEDGE OF TRADEMARK AS SECURITY**

This Pledge of Trademarks as Security ("Pledge") made this 30<sup>th</sup> day of December, 1997, **OLIVETTI OFFICE USA, INC.**, a corporation organized and existing under the laws of the State of Delaware ("Borrower"), with offices located at 765 U.S. Highway 202, Bridgewater, New Jersey 08807, and delivered to **MELLON BANK, N.A.** ("Lender"), with offices located at 2035 Lincoln Highway, Suite 1080, Edison, New Jersey 08817.

**WITNESSETH:**

**WHEREAS**, Borrower has acquired the Trademarks listed on Schedule "A" annexed hereto, as evidenced by records in the Office of the Commissioner of Patents and Trademarks of the United States; and

**WHEREAS**, Borrower is the owner of and has exclusive right, title and interest in and to said Trademarks, and

**WHEREAS**, Lender is contemporaneously herewith entering into a commercial financing arrangement with Borrower pursuant to which loans and advances may be made by Lender to Borrower (hereinafter referred to as the "Loan"), and

**WHEREAS**, Lender desires to acquire the Trademarks as security for the Loan and all other obligations of Borrower to Lender related thereto.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual promises herein contained, Borrower and Lender, intending to be legally bound, hereby covenant and agree as follows:

1. To secure the Loan and all other obligations of Borrower to Lender related thereto, Borrower hereby assigns and sets over to Lender and grants to Lender a security interest in and to all of its present and future, right, title and interest in and to the Trademarks and proceeds thereof.
2. Borrower hereby covenants and agrees to take no action to abandon the Trademarks and shall take all reasonable action necessary to preserve said Trademarks.
3. So long as Borrower is not in default hereunder or under the Loan, or under any of the other security agreements now or hereafter entered into between Borrower and

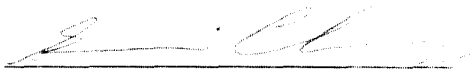
Lender, Borrower shall have an exclusive license to make, use and sell under the Trademarks and freely license and sub-license others thereunder, and Lender shall have no right to make, use or sell under the Trademarks or to grant or issue any exclusive or non-exclusive license to make, use and sell under the Trademarks or assign, pledge or otherwise transfer title to Trademarks to any third party. Provided, however, that any and all licenses which Borrower may grant to others shall be subject to the terms and conditions of this Pledge.

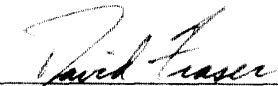
4. If Borrower shall be in default hereunder, or under the Loan, or under any of the other security agreements now or hereafter entered into between Borrower and Lender, Borrower hereby covenants and agrees that Lender, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, under the security agreements now or hereafter entered into between Borrower and Lender or otherwise permitted by law, in Lender's exclusive discretion to foreclose upon the Trademarks. For such purposes and in the event of Borrower's default hereunder or under the security agreements, Borrower hereby authorizes and empowers Lender to constitute and appoint any officer or agent of Lender as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact with the power to assign to others all Borrower's right, title and interest in and to the Trademarks and, as appropriate, endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party or necessary for to assign, pledge, convey or otherwise transfer title in the Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Pledge, the security agreements and until the Loan and all obligations of Borrower to Lender related thereto have been paid and satisfied in full.
5. All rights and remedies hereby granted to Lender shall be in addition to any rights and remedies granted to Lender under any of the other security agreements now or hereafter entered into between Borrower and Lender.
6. Upon Borrower's performance of all of its obligations under the security agreements and full payment and satisfaction of the Loan and all of Borrower's liabilities to Lender related thereto, Lender shall execute and deliver to Borrower a written reassignment of Lender's security interest in and to the Trademarks which is granted hereby, together with other such documents as may reasonably be requested by Borrower to cancel all rights of Lender in or under the Trademarks.
7. While Lender is a secured party assignee, it shall have no obligation or responsibility to protect or defend the Trademarks and Borrower shall, at its own expense, protect, defend and maintain the same. If Borrower fails to comply with the foregoing, Lender may do so in its own name or in Borrower's name, but at Borrower's expense.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

OLIVETTI OFFICE USA, INC.

BY:   
GIACOMO CHIARENZA,  
Assistant Secretary

BY:   
DAVID FRASER,  
Vice President

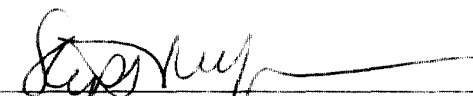
ACCEPTED AND AGREED TO:

MELLON BANK, N.A.

BY:   
ALFRED J. JOSEPH, Vice President

STATE OF NEW JERSEY :  
: SS  
COUNTY OF MORRIS :

**BE IT REMEMBERED**, that on this 30<sup>th</sup> day of December, 1997, before me the subscriber, an attorney at law of the State of New Jersey, personally appeared **DAVID FRASER**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Vice President of **OLIVETTI OFFICE USA, INC.**, the corporation named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; and that said instrument was signed and delivered by said officer as and for the voluntary act and deed of said corporation.

  
STEPHEN M. OFFEN, ESQ.  
Attorney at Law, State of New Jersey

SCHEDULE "A"

List of Trademarks

<u>Mark</u>	<u>Registered Serial Number</u>	<u>Filing Date</u>
JAWS	75-170,926	9/24/96

Under Application

<u>Mark</u>	<u>Serial Number</u>	<u>Publication/Notice Date</u>
ROYAL GLO	75-162,786	7/29/97
BRAIN GEAR	74-644,927	7/15/97
BRAIN GEAR 3 A.B.C.	75-975,374	7/15/97