

MRD RECOI 12/6/99 7

12-07-1999



ET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

101216149

To the Honorable Commissioner of Patents

Transmit the attached original documents or copy thereof.

1. Name of conveying party(ies):

AdobeAir, INC. 500 South 15th Street Phoenix, AZ 85034

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

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

3. Nature of conveyance:

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

Execution Date: October 27, 1999

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal Address:

Street Address: 200 Glastonbury Boulevard

City: Glastonbury State: CT ZIP: 06033

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Rhode Island, 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

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

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration 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: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St. NW, Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41) \$ 490.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

10/7/1999 DCURTIES 00000026 1904953

DO NOT USE THIS SPACE

FC:481 40.00 OP FC:482 450.00 OP

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.

Kim Brathwaite Name of Person Signing

Signature

11/18/99 Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 001996 FRAME: 0001

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated October 27, 1999, by and between ADOBEAIR, INC. and FLEET CAPITAL CORPORATION, as Agent.

I. U.S. Federal Registrations

<u>Registration No. or Application No.</u>	<u>Mark</u>	<u>Issue or File Date</u>
1,904,953	ADOBEAIR	7/11/95
1,945,646	ALERT	1/2/96
74/445,244	ALL SEASONS	10/8/93
2,142,519	ALPINE	3/10/98
639,028	ALPINE AIR COOLERS and Design	12/25/56
738,648	ARTIC CIRCLE	10/2/62
764,685	ARTIC CIRCLE	2/11/64
645,742	ARTIC CIRCLE and Design	5/21/57
75/006,127	CLEAN PLUS	3/1/96
2,018,314	CLEANMACHINE	11/19/96
75/306,865	COOLSTREAM	6/11/97
1,856,234	HEAT STREAM	9/27/94
74/731,566	HEAT STREAM SELECT	9/20/95
1,865,714	HEAT SWEEP	12/6/94
689,498	IMPERIAL	12/8/59
75/060,540	MASTERBUILT	2/21/96
1,337,755	MASTERCool 2-STAGE and Design	5/28/85
1,275,015	MASTERCool and Design	4/24/84
1,906,367	MASTERSTAT	7/18/95

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, AdobeAir, Inc., a corporation formed under the laws of the State of Delaware ("Company"), having a principal place of business at 500 South 15th Street, Phoenix, Arizona 85034 has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to Agent and Lenders (each term as hereinafter defined), pursuant to (i) a certain Loan and Security Agreement, dated as of the date hereof (as may be further amended, modified, restated or otherwise supplemented from time to time) among Company, H&C Purchase Corporation, Fleet Capital Corporation ("Fleet"), the various financial institutions named therein or which hereafter become a party thereto (Fleet and such other financial institutions, collectively, "Lenders") and Fleet as administrative and collateral agent for Lenders (Fleet in such capacity, "Agent") and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Company in favor of Agent, for itself and for the ratable benefit of Lenders (as each may be amended, supplemented, restated or otherwise modified from time to time, collectively, the "Agreements"); and

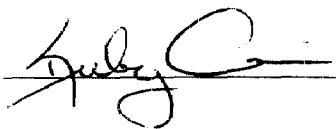
WHEREAS, pursuant to the Agreements, Company is granting to Agent for itself and for the ratable benefit of Agent and Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby assign unto and grant to Agent for itself and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Company expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: October 21, 1999

Witness:




ADOBEAIR, INC.

By: 
Name: Benjamin Sebel
Title: VP

Witness:

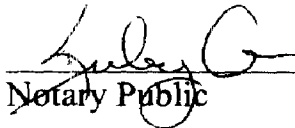


FLEET CAPITAL CORPORATION, as Agent

By: 
Name: RICHARD STARC
Title: SVP

STATE OF New York)
 : ss.:
COUNTY OF New York)

On this 27th day of October, 1999, before me personally came Ben Sebel,
to me known, who, being by me duly sworn, did depose and say that he is the Vice President of
AdobeAir, Inc. the corporation described in and which executed the foregoing instrument; and
that he signed his name thereto by order of the board of directors of said corporation.

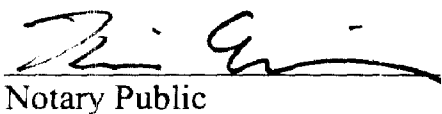


Notary Public

CHERYL G
Notary Public, State of New York
No. 02CH8021003
Qualified in New York County
Commission Expires April 8, 2001

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 27th day of October, 1999 before me personally came Richard Stangio
me known, who being by me duly sworn, did depose and say that he is the SVP of
Fleet Capital Corporation, as Agent, the corporation described in and which executed the
foregoing instrument; and that he was authorized to sign his name thereto on behalf of said
corporation.



Notary Public

Kevin M. Eisenberg
Notary Public, State of New York
No. 02EI6026894
Qualified in Kings County
Commission Expires June 21, 2001