

03-17-2004

3-17-04



Form PTO-1594

(Rev 6-93)

102697298
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):
ROTHANDBERG, INC.
MARCHON EYEWEAR INTERNATIONAL, INC.
MARCHON INTERNATIONAL, LTD.
R.B. MEXICO, INC.
DELTA ADD-POWER SYSTEMS, INC. (f/k/a "Marchon
Delta Systems, Inc.)
OFFICEMATE SOFTWARE SOLUTIONS, INC

- Individual(s)
- General Partnership
- Corporations
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other _____
 - Merger
 - Change of Name

Execution Date: January 16, 2004

2. Name and address of receiving party(ies):
Name: FLEET NATIONAL BANK, as administrative agent

Internal Address: _____

Street Address: 777 Main Street

City: Hartford State: Connecticut ZIP: 06115

Country: U.S.A.

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

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 trademark number(s):
If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)
See attached

B. Trademark No.(s)
See attached

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nora A. Whitescarver
Internal Address: Mayer Brown, Rowe & Maw LLP
Street Address: 1909 K Street, NW
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 92
7. Total fee (37 CFR 3.41): \$2,315.00
 Enclosed (Check No. 2995)
 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

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.

Nora A. Whitescarver
Name of Person Signing

Signature

March 17, 2004
Date

Total number of pages comprising cover sheet and document attachments: 20

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02 FC:8522

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TRADEMARK
REEL: 002923 FRAME: 0454

Item A

United States Trademarks and Trademark Applications

Registered Trademarks:			
Trademark	Registration Number	Registration Date	Status
ACCUFLEX	1,653,533	8/13/1991	Registered
ADD-POWER	2,199,773	10/27/1998	Registered
AIRLOCK	2,580,254	6/11/2002	Registered
ANTHROPOMORPHIZED FIGURE DESIGN I	2,187,506	9/8/1998	Registered
AUTOFLEX	1,517,846	12/27/1988	Registered
BENDABLES	2,523,650	12/25/2001	Registered
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BORN HOT	1,535,392	4/18/1989	Registered
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Doc # NY6:657955.2

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OFFICE MATE SYSTEM	1,330,629		Abandoned
OFFICEMATE	2,011,326	10/29/1996	Registered
OPIS	1,662,283	10/29/1991	Expired
OP-TOPICS	1,445,102	6/30/1987	Registered
ORDERMASTER	1,416,633	11/11/1986	Registered
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ULTRAFIT	2,255,798	6/22/1999	Registered
VERSA-RULE	1,784,010	7/27/1993	Registered
X-FLEX	2,538,458	2/12/2002	Registered

Trademark Applications:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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EXTREME VIEWS	75/209,362	12/6/1996	Abandoned
FLEXALLOY	76/036,953	4/28/2000	Abandoned
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MEMORY METAL	74/082,978	7/30/1990	Abandoned
MVP MARCHON VALUED PARTNERS	76/375,979	2/26/2002	Published
OPIS	76/475,429	12/16/2002	Published

Doc # NY6:637955.2

OPTIFLEX	76/424,023	1/27/1998	Abandoned
REBOUND	75/870,716	12/13/99	Abandoned
RECOVER	75/869,706	12/13/1999	Abandoned
REFORM	76/054,518	5/23/2000	Abandoned
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SUNCENTER and Design	76/365,661	1/31/2002	Published
TI-LIGHT	78/223,674	3/10/2003	Published
TILITE	78/218,785	2/25/2003	Published
ULTRAFLEX	75/428,936	2/4/1998	Abandoned
URLO	75/636,820	2/9/1999	Abandoned
VICTORIA	75/222,217	1/7/1997	Abandoned

Unfiled Trademark Applications:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
ANTHROPOMOR- PHIZED FIGURE DESIGN 2 (Cl. 9)	N/A	N/A	Unfiled
AUTOFLEX (Stylized)			Unfiled
DELTA SYSTEMS (Cl. 9)			Unfiled
DYNALITE (Cl. 9)			Unfiled
FLEXIBLES (Cl. 9)			Unfiled

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FLEXON, THE METAL WITH.... (Cl. 9)			Unfiled
FLEXSPEX			Unfiled
FLEXSTAR (Marchon mark) (Cl. 9)			Unfiled
I-FX MIRRORS (Cl. 9)			Unfiled
MARCHON (Cl. 9)			Unfiled
MARCHON (Cl. 25)			Unfiled
MARLON (Cl. 9)			Unfiled
METROPOLIS (Cl. 9)			Unfiled
PLASTECH (Cl. 9)			Unfiled
S DESIGN			Unfiled
SLIP STOP (Cl. 9)			Unfiled
SOINTU WITH S DESIGN (Cl. 9)			Unfiled
THE AVENGER (Cl. 9)			Unfiled
THE HOT ONES (Cl. 9)			Unfiled
TRES JOLI BY MARCHON and Design (Cl. 9)			Unfiled
TRUE-FIT (Cl. 9)			Unfiled
TWISTING TEMPLE DESIGN (Cl. 9)			Unfiled

Doc # NY6637955.2

Item B**Trademark Licenses**

<u>Name of Licensor</u>	<u>Date of Agreement</u>
Calvin Klein, Inc.	10/5/1999
Coach, Inc.	10/15/2002
Disney Enterprises, Inc.	1/1/2002
Donna Karan Studio	1/19/1999
Fendi Adele S.r.l.	10/28/2002
Nautica Apparel, Inc.	1/1/2002
NIKE USA, Inc.	12/15/1999
NIKE European Operations Netherlands B.V.	12/15/1999
NIKE, Inc. (Japan & South Korea)	12/15/1999
NIKE International Limited (Asia Pacific, Latin America, Australia, South Africa, Canada)	12/15/1999

Doc #:NY6:657955.2

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 16, 2004 (this "Agreement"), is made between **ROTHANDBERG, INC.**, a New York corporation, **MARCHON EYEWEAR, INTERNATIONAL, INC.**, a Delaware corporation, **MARCHON INTERNATIONAL, LTD.**, a Delaware corporation, **R.B. MEXICO, INC.**, a New York corporation, **DELTA ADD-POWER SYSTEMS, INC.** (f/k/a "Marchon Delta Systems, Inc.") a Delaware corporation, each having its principal place of business at 35 Hub Drive, Melville, New York 11747, **OFFICEMATE SOFTWARE SOLUTIONS, INC.**, a Delaware corporation having its principal place of business at 16 Technology Drive, Suite 100, Irvine, California 92618-2323 (the "Grantors"), in favor of FLEET NATIONAL BANK, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of May 10, 2000 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Administrative Agent, and the other Lenders party thereto, the Lenders have made extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered an Amended and Restated Security Agreement, dated as of January 16, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, for its benefit and the ratable benefit of each of the other Lenders, a continuing security

interest in all of the following property owned by the Grantors, whether now or hereafter existing or acquired by the Grantors (the "Trademark Collateral"):

(a) (i) all of their United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired and owned by the Grantors including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantors of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each of the other Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to all Trademark Collateral. Upon any sale or other transfer by Grantor of any Trademark Collateral that is permitted, or not prohibited, by the Credit Agreement, the security interest in such Trademark Collateral shall be automatically released. Upon any such termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the

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Exhibit B

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TRADEMARK
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Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

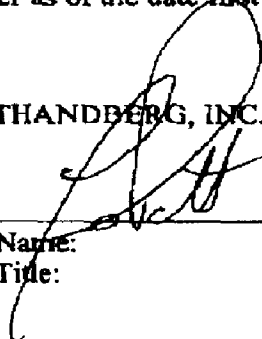
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

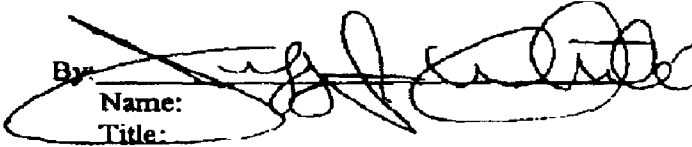
* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

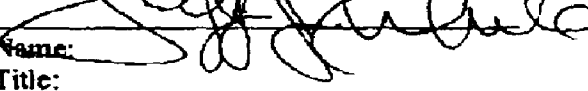
ROTHANDBERG, INC.

By: 
Name: _____
Title: _____

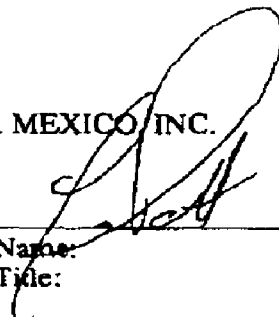
MARCHON EYEWEAR INTERNATIONAL,
INC.

By: 
Name: _____
Title: _____

MARCHON INTERNATIONAL, LTD.

By: 
Name: _____
Title: _____

R.B. MEXICO, INC.

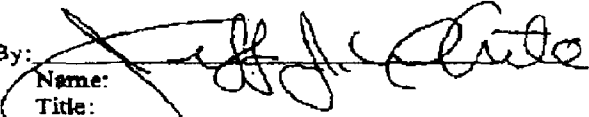
By: 
Name: _____
Title: _____

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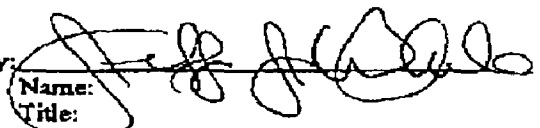
Exhibit B

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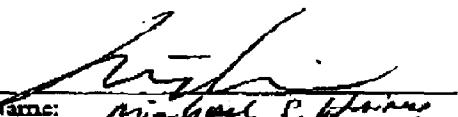
DELTA ADD-POWER SYSTEMS, INC.

By: 
Name:
Title:

OFFICEMATE SOFTWARE SOLUTIONS, INC.

By: 
Name:
Title:

FLEET NATIONAL BANK,
as Administrative Agent

By: 
Name: Michael P. Hoines
Title: Senior Vice President

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Exhibit B
5

Item A

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TILITE	78/218,785	2/25/2003	Published
ULTRAFLEX	75/428,936	2/4/1998	Abandoned
URLO	75/636,820	2/9/1999	Abandoned
VICTORIA	75/222,217	1/7/1997	Abandoned

Unfiled Trademark Applications:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
ANTHROPOMOR- PHIZED FIGURE DESIGN 2 (Cl. 9)	N/A	N/A	Unfiled
AUTOFLEX (Stylized)			Unfiled
DELTA SYSTEMS (Cl. 9)			Unfiled
DYNALITE (Cl. 9)			Unfiled
FLEXIBLES (Cl. 9)			Unfiled

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FLEXON, THE METAL WITH.... (Cl. 9)			Unfiled
FLEXSPEX			Unfiled
FLEXSTAR (Marchon mark) (Cl. 9)			Unfiled
I-FX MIRRORS (Cl. 9)			Unfiled
MARCHON (Cl. 9)			Unfiled
MARCHON (Cl. 25)			Unfiled
MARLON (Cl. 9)			Unfiled
METROPOLIS (Cl. 9)			Unfiled
PLASTECH (Cl. 9)			Unfiled
S DESIGN			Unfiled
SLIP STOP (Cl. 9)			Unfiled
SOINTU WITH S DESIGN (Cl. 9)			Unfiled
THE AVENGER (Cl. 9)			Unfiled
THE HOT ONES (Cl. 9)			Unfiled
TRES JOLI BY MARCHON and Design (Cl. 9)			Unfiled
TRUE-FIT (Cl. 9)			Unfiled
TWISTING TEMPLE DESIGN (Cl. 9)			Unfiled

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Item B

Trademark Licenses

<u>Name of Licensor</u>	<u>Date of Agreement</u>
Calvin Klein, Inc.	10/5/1999
Coach, Inc.	10/15/2002
Disney Enterprises, Inc.	1/1/2002
Donna Karan Studio	1/19/1999
Fendi Adele S.r.l.	10/28/2002
Nautica Apparel, Inc.	1/1/2002
NIKE USA, Inc.	12/15/1999
NIKE European Operations Netherlands B.V.	12/15/1999
NIKE, Inc. (Japan & South Korea)	12/15/1999
NIKE International Limited (Asia Pacific, Latin America, Australia, South Africa, Canada)	12/15/1999

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