

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

**10/05/2005**  
**900033373**

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignment of the Entire Interest and Goodwill previously recorded on Reel 003167 Frame 0841. Assignor(s) hereby confirms the Assignment is given as collateral security for all the Obligations.		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Middle Atlantic Products, Inc.		09/29/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	695 Route 48		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07004		
Entity Type:	CORPORATION:		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	2122694	DATATEL	
Serial Number:	76633598	MA	
Serial Number:	76615481	RACKTOOLS	
Serial Number:	76644681	MA MIDDLE ATLANTIC PRODUCTS, INC.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(908)722-0755		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	908-722-0700		
Email:	ipdept@nmmlaw.com		
Correspondent Name:	William R. Robinson		
Address Line 1:	721 Route 202-206, 2nd Floor		
Address Line 4:	Bridgewater, NEW JERSEY 08807		
<b>ATTORNEY DOCKET NUMBER:</b>	13530-035 TM ASGNMENT		

CH \$115.00 2122694

NAME OF SUBMITTER:	William R. Robinson
Signature:	/wrr/
Date:	10/05/2005
Total Attachments: 4 source=TM Collateral Assgn3#page1.tif source=TM Collateral Assgn3#page2.tif source=TM Collateral Assgn3#page3.tif source=TM Collateral Assgn3#page4.tif	

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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**09/30/2005**  
**900033098**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Middle Atlantic Products, Inc.		09/29/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	695 Route 46
<b>City:</b>	Fairfield
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07004
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2122694	DATATEL
Serial Number:	76633598	MA
Serial Number:	76615481	RACKTOOLS
Serial Number:	76644681	MA MIDDLE ATLANTIC PRODUCTS, INC.

**CORRESPONDENCE DATA**

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**Correspondent Name:** William R. Robinson  
**Address Line 1:** 721 Route 202-206  
**Address Line 2:** 2nd Floor  
**Address Line 4:** Bridgewater, NEW JERSEY 08807

<b>NAME OF SUBMITTER:</b>	William R. Robinson
<b>Signature:</b>	/wrr/

**TRADEMARK**

CH \$115.00 2122694

<b>Date:</b>	09/30/2005
<b>Total Attachments: 4</b> source=TM Collateral Assgn3#page1.tif source=TM Collateral Assgn3#page2.tif source=TM Collateral Assgn3#page3.tif source=TM Collateral Assgn3#page4.tif	

### TRADEMARK COLLATERAL ASSIGNMENT

MIDDLE ATLANTIC PRODUCTS, INC. (the "Assignor"), having an address of 3 North Corporate Drive, Riverdale, New Jersey 07457, does hereby grant to JPMORGAN CHASE BANK, N.A. (the "Assignee"), having an address at 695 Route 46, Fairfield, New Jersey 07004, a security interest in and a conditional assignment of the trademarks identified on Schedule A hereto and the goodwill symbolized thereby (the "Trademarks"), together with all the proceeds thereof. The interest in the collateral being assigned hereunder shall not be construed as a current assignment, but as an assignment to secure Assignor's obligations to Assignee under the Credit Agreement (as hereinafter defined) that will take effect only following the occurrence of an Event of Default (as hereinafter defined), and as a present grant of a security interest.

This Assignment is given as collateral security for all the Obligations, as such capitalized term is defined in the Credit Agreement dated the date hereof between the Assignor and the Assignee, as such Agreement may hereafter be amended, supplemented or replaced from time to time (the "Credit Agreement").

As used herein, the term "Event of Default" shall have the meaning ascribed to it in the Credit Agreement.

The Assignor shall not assign any of the Trademarks without the prior written consent of the Assignee; and any such assignment that is attempted without such consent shall be void. As provided in the Credit Agreement, any such assignment or attempted assignment without such consent constitutes an Event of Default.

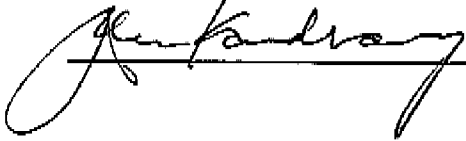
The assignment effected hereby shall be governed by Article 9 of the Uniform Commercial Code as in effect in New York. Upon the occurrence of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein, as well as all other rights and remedies provided or allowed by the Credit Agreement, the other Facility Documents (as such term is defined in the Credit Agreement) or other applicable law.

Upon payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignor such instruments of assignment, release and other instruments as may be necessary to terminate Assignee's security interest and conditional interest in the Trademarks (except to the extent that the Assignee shall have disposed of the same in accordance with applicable law following an Event of Default).

The Assignee shall have no duties with respect to the Trademarks, other than the duties expressly set forth herein and the duties of a secured party under the New York Uniform Commercial Code. Without limiting the generality of the foregoing, the Assignee shall have no duty to prosecute any action for trademark infringement against any person or entity. The Assignor shall indemnify the Assignee and hold the Assignee harmless against and from any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this  
29<sup>th</sup> day of Sept, 2005.

WITNESS:

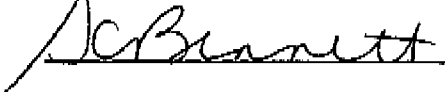
  
\_\_\_\_\_

MIDDLE ATLANTIC PRODUCTS, INC.

By: \_\_\_\_\_

Robert J. Schluter  
President

WITNESS:

  
\_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

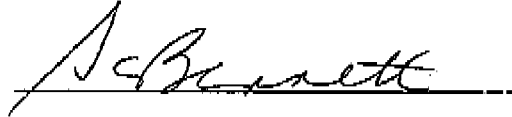
Ivan Harlow  
Vice President

STATE OF NEW JERSEY

COUNTY OF Somerset

SS:

On this 29 day of September, 2005, before me, the undersigned, personally appeared Robert J. Schluter, the President of Middle Atlantic Products, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he/she did acknowledge under oath that he/she signed and delivered the same in his/her capacity as such officer, that he/she was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.



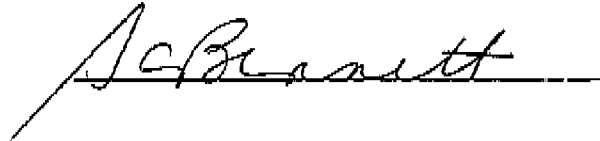
STATE OF NEW JERSEY

COUNTY OF Somerset

SS:

**Susan A. Bennett**  
Notary Public of New Jersey  
Commission Expires: 10/07/2008

On this 29 day of September, 2005, before me, the undersigned, personally appeared Ivan Harlow, the Vice President of JPMorgan Chase Bank, N.A., who I am satisfied, is the person who signed the foregoing instrument, and he/she did acknowledge under oath that he/she signed and delivered the same in his/her capacity as such officer, that he/she was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.



**Susan A. Bennett**  
Notary Public of New Jersey  
Commission Expires: 10/07/2008

SCHEDULE A

<u>TRADEMARK</u>	<u>REG./APP. NUMBER</u>	<u>REG./APP. DATE</u>
Datatel	Reg. No. 2,122,694	December 23, 1997
MA (Stylized)	App. No. 76/633,598	March 16, 2005
RACKTOOLS	App. No. 76/615,481	October 8, 2004
MA Middle Atlantic Products, Inc. & Design	App. No. 76/644,681	August 11, 2005