

02-07-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103370631
TRADEMARK

SHEET
1

2007 FEB -5 PM 2: 52

FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

2-5-07

1. Name of conveying party(ies):

ARROW GROUP INDUSTRIES, INC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: UNION BANK OF SWITZERLAND

Internal

Address: C/O OVERSEAS PARTNERS, INC.

Street Address: 299 Park Avenue

City: New York

State: NY

Country: USA Zip: 10171

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other BANK Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 12, 1995

- Assignment Merger
- Security Agreement Change of Name
- Other Corrective assignment to nature of conveyance from Assignment to Security interest Reel 1358 Frame 0290

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,047,993 1,206,943 1,206,944 1,206,945 1,291,825

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Raymond E. Farrell

Internal Address: Suite 225

Street Address: 445 Broad Hollow Rd.

City: Melville

State: NY Zip: 11747

Phone Number: 631-501-5700

Fax Number: 631-501-3526

Email Address: rockar@cdfslaw.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Cina M. Campagna

February 1, 2007

Date

BYRNE 00000003 1047993

Signature

40.00 Cina M. Campagna
100.00 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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Refund Ref: 02/06/2007 BYRNE

CHECK Refund Total: \$180.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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REEL: 003478 FRAME: 0534

02/06/2007
01 FC:8521
02 FC:8522

Schedule 2-A TO ASSIGNMENT FOR SECURITY

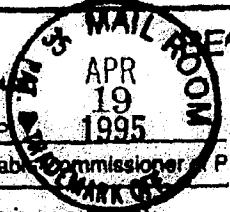
TRADEMARKS

<u>Reg. No.:</u>	<u>Applications:</u>	<u>In force until:</u>
1,291,825	Metal Storage Building	8/28/2024
1,756,427	Perma-Plate XL2	3/9/2003
1,047,993	Metal Storage Lockers	9/14/96
1,147,678	Pre-fabricated Wood Products, etc.	2/24/2021
1,206,943	Metal Storage Buildings and Shelving and Flooring	9/7/2022
1,206,944	Metal Storage Buildings and Shelving and Flooring	9/7/2022
1,206,945	Metal Storage Buildings and Shelving and Flooring	9/7/2022
1,672,612	Non-Metal Storage Containers	1/21/2002

DOC #1062913

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REEL: 003478 FRAME: 0535



06-08-1995

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100014133

Attached original documents or copy thereof.

MIRA 53195

1. Name of conveying party(ies): Arrow Group Industries, Inc

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

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

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

Execution Date: April 14, 1995

2. Name and address of receiving party: Name: Union Bank of Switzerland

Internal Address:
Street Address: 290 Park Avenue
City: New York State: ZIP: 10171

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
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 patent number(s):

A. Trademark Application No.(s)
1,291,825 1,206,943 1,672,612
1,756,427 1,206,944
1,047,993 1,206,945
1,147,678

B. Trademark Registration No.(s)
1,291,825 1,206,943 1,672,612
1,756,427 1,206,944
1,047,993 1,206,945
1,147,678

Additional numbers attached? Yes No

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

Name: Julie J. Roach, Esq.
Internal Address: Kaye, Scholer, Fierman, Hays & Handler

Street Address: 425 Park Avenue
City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

030 MH 04/20/95 1291825
050 MH 04/20/95 1291825

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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.

Julie J. Roach
Name of Person Signing

Julie J. Roach
Signature

89194053
7/14/95
Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, ARROW GROUP INDUSTRIES, INC., a Delaware corporation (herein referred to as "*Assignor*"), having an address at 1680 Route 23 North, Wayne, NJ 07474, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "*Trademarks*"); and

WHEREAS, UNION BANK OF SWITZERLAND, an agent (in such capacity, herein referred to as "*Assignee*") for the lenders (the "*Lenders*") under the Credit Agreement dated as of April 12, 1995 (said Agreement as it may be hereinafter amended or otherwise modified from time to time being the "*Credit Agreement*") among the Assignor, the Lenders and the Assignee, is desirous of having a security interest and mortgage in favor of the Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to the Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "*Security Agreement*", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Assignor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement thereof (the "*Collateral*"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

DRK: #1062913

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REF: 1358 FRAM: 0292

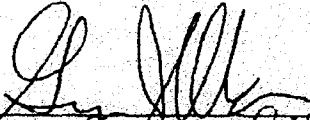
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Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 299 Park Avenue, New York, New York 10171.

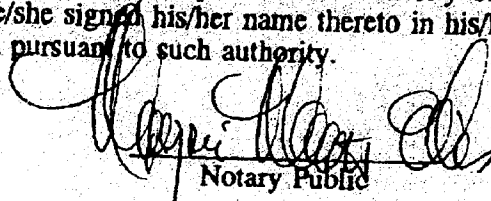
IN WITNESS WHEREOF, Assignor has duly executed or caused this Assignment to be duly executed as of the 12th day of April, 1995.

ARROW GROUP INDUSTRIES, INC.

By: 
Name: George J. Skiff
Title: President

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

On this 12th day of April, 1995, before me personally appeared George J. Smith, to me known, who, being by me duly sworn, did depose and say that he/she resides at 11 Riverbend Road, Tumball, Ct. 06011 and that he/she is President of the Assignor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.


Notary Public

MARJORIE MAXIN ELLIS
Notary Public, State of New York
No. 07EL 4779258
Qualified in Bronx County
Commission Expires Oct. 31, 1995

DNC #1682915