

Form PTO-1594

RECORD



ET

U.S. Department of Commerce

6-93

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102122329

Patent and Trademark Office

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

1. Name of conveying party(ies):
UBS AG *5-30-02*
as successor to Union Bank of Switzerland

Individual(s) Corporation
 General Partnership Association
 Limited Partnership
 Other: **Bank**

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

2. Name and address of receiving party(ies):
Arrow Group Industries, Inc.
 Street Address: **1680 Route 23 North**
 City / State: **Wayne, N.J. 07474**

Individual(s) Corporation **DE**
 General Partnership Association
 Limited Partnership
 Other:
 If Assignee is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be separate document from Assignment.)

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

3. Nature of conveyance:

Assignment Security Agreement
 Merger Change of Name
 Other: **Release of Lien of Trademarks**

Execution Date: **May 29, 2002**

4. Trademark Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Registration No.(s) **See attached list**

Additional numbers attached? Yes No

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

Name: **Mary E. Cohen**
Senior Legal Assistant
 Address: **Irell & Manella LLP**
1800 Avenue of the Stars
Suite 900
 City: **Los Angeles**
 State: **CA**
 Zip: **90067**

6. Total no. of applications and registrations involved: **8**

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

8. Deposit account number: **09-0946**

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.

Mary E. Cohen *Mary E Cohen* **May 30, 2002**
 Name of person signing Signature Date

5 Total number pages including cover sheet, attachments, and documents: **8**

06/14/2002 DBYRNE 00000003 090946 1291825
 01 FC:481
 02 FC:482
 40.00 CH
 175.00 CH

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. | 2/21/2021 |
| 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 |

1206,944 →

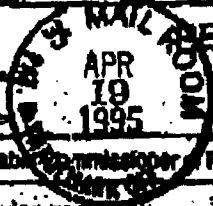
1206,945 →

1672,612 →

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TRADEMARK
REEL: 1358 FRAME: 0291

FORM PTO-1084 (Rev. 6-93) OMB No. 0031-0011 (pub. 6-93) Tab settings



06-08-1995



SHEET Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

110,00 481 175,00 482

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Arrow Group Industries Inc

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

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

2. Nature of conveyance:

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

Execution Date: April 14, 1995

2. Name and address of recipient:

Name: Union Bank of Switzerland

Internal Address:

Street Address: 290 Park Avenue

City: New York State: NY Zip: 10171

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

Additional term(s) of recipient attached? Yes No

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

A. Trademark Application No.(s)

1,291,825 1,206,945 1,672,612
1,756,427 1,206,944
1,047,593 1,206,945
1,447,678

B. Trademark Registration No.(s)

1,206,945 1,672,612
1,206,944
1,206,945

5. Name and address of party to whom correspondence concerning documents 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 documents attached:

5

Fee (P.T.O. Form 41) \$215.00

- Enclosed
- Additional fee charged to deposit account

7. Deposit account number:

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

8. 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

4/14/95

Date

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

MAIL documents to be recorded with required cover sheet information to: TRADEMARK, Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20530-0001. (358) TRADEMARK: 0290

FROM UBS WARBURG

(MED) 5.29.02 21:09/ST. 21:04/NO. 4862443769 P 23

1 X

Release of Lien of Trademarks

WHEREAS, by a certain Assignment for Security (Trademarks) (the "Assignment") dated as of April 12, 1995 by Arrow Group Industries, Inc., a Delaware corporation having an address at 1680 Route 23 North, Wayne, New Jersey 07474 (the "Assignor") to Union Bank of Switzerland ("Assignee"), which Assignment was recorded with the United States Patent and Trademark Office on April 19, 1995 at Reel 1358, Frame 290, and as attached hereto, Assignor granted to Union Bank of Switzerland a security interest in and lien on those trademarks, trade names, trade styles and service marks registered in the United States Patent and Trademark Office (the "Trademarks") and owned by Assignor and set forth on Schedule 2-A hereto;

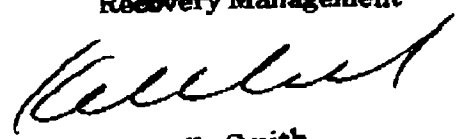
WHEREAS, UBS AG as successor to Union Bank of Switzerland desires to release its security interest in and lien on the trademarks set forth on Schedule 2-A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UBS AG does hereby release its security interest in and lien on the trademarks set forth on Schedule 2-A hereto and reassigns to Assignor all right, title and interest of Union Bank of Switzerland in and to such trademarks.

UBS AG
as successor to Union Bank of Switzerland

Dated: May 29, 2002

By: 
Name: _____
Title: David J. Kalal
Executive Director
Recovery Management


Kelly Smith
Director
Recovery Management

10 22 49 1055
(WED) 5. 29. 02 21:08/ST. 21:04/NO. 4862443769 P 21

FROM UBS WARBURG

TRADEMARK
REEL: 002525 FRAME: 0255

ASSIGNMENT FOR SECURITY(TRADEMARKS)

WHEREAS, ARROW GROUP INDUSTRIES, INC., a Delaware corporation (herein referred to as "Assignor"), having an address at 1600 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(e) 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 annex: 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, its 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 renewals, 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.

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TRADEMARK
REEL: 1358 FRAME: 0292

(WED) 5:29:02 21:10/ST. 21:04/NO. 4862443769 P 25

FROM US WARBURG


TRADEMARK
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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. Selt
Title: Pres. & CEO

DOC 0002915

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TRADEMARK
REEL: 1358 FRAME: 0293

(MED) 5 29 02 21:10/ST. 21:04/NO. 4862443769 P 26

FROM UBS WARBURG

TRADEMARK
REEL: 002525 FRAME: 0257

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 1400 Broadway, New York, N.Y. 10018 and that he/she is Not a resident 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.

[Handwritten Signature]

Notary Public
LEONARD MAXIM FLEISCH
Notary Public, State of New York
No. 000, 077000
Qualified in Orange County
Commission Expires Oct. 31, 2005

DOC #102845

RECORDED: 04/19/1995

TRADEMARK
REEL: 1358 FRAME: 0294

(MED) 5:29:02 21:11/ST. 21:04/NO. 48624443769 P 27

FROM UBS WARBURG

RECORDED: 05/30/2002

TRADEMARK
REEL: 002525 FRAME: 0258