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4-29-03

RECORDED & INDEXED



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

Tab settings

102434176

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

1. Name of conveying party(ies):

Boston Metal Products Corp.

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

2. Name and address of receiving party(ies)

Name: BankNorth, N.A.

Internal

Address:

Street Address: 7 New England Executive Park

City: Burlington State: MA Zip: 01803

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

A. Trademark Application No.(s) 75/874385

B. Trademark Registration No.(s) 1,860,848 2,145,810 2,140,205 1,569,749 1,934,120 1,567,149 2,681,567 2,590,913

Additional number(s) attached Yes No

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

Name: M. Lawrence Oliverio

Internal Address: KUDIRKA & JOBSE, LLP

04/30/2003 LHWELLER 00000030 023030 75874385 01 FC 0001 15.00 CN 40.00 DP 02 FC 0002 165.00 DP

Street Address: One State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$225.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

M. Lawrence Oliverio

Name of Person Signing

Signature

April 24, 2003

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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002721 FRAME: 0755

SECURITY AGREEMENT

Date: March 24, 2003

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Boston Metal Products Corp. (the "**Owner**"), a Massachusetts corporation with its principal executive offices at 400 Riverside Avenue, Medford, Massachusetts 02155,

to

Banknorth, N.A. (hereinafter, the "**Bank**"), a national banking association with offices at 7 New England Executive Park, Burlington, Massachusetts 01803.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Owner and the Bank, the Owner hereby grants and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until the Loan Agreement is terminated the Owner shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Owner:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Owner's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Owner to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) acting in the Owner's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Owner to the Bank as provided in the Loan Agreement.

3. (a) Upon the occurrence and during the continuance of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts

(Mass. Gen Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

(b) The Owner hereby irrevocably constitutes and designates the Bank as and for the Owner's attorney in fact, upon, and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all the singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Security Agreement is terminated by a duly authorized officer of the Bank.

4. This Agreement supercedes, nullifies and replaces retroactively all terms and provisions of that certain Agreement entitled "Collateral Assignment of Trademarks" between Owner and the Bank dated February 15, 2001.

IN WITNESS WHEREOF, the Owner and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

**BOSTON METAL PRODUCTS
CORP.**

(the "Owner")

By: Richard F. Pochino
President & CEO
Richard F. Pochino

**BANKNORTH,
N.A.**

(the "Bank")

By: C. Lee Williamson
C. Lee Williamson
Vice President

EXHIBIT A

<u>Trademark</u>	<u>Status</u>	<u>United States Reg. No.</u>
Boston	® - Registered	1,860,848
Tuffguard	® - Registered	2,145,810
Colorguard	® - Registered	2,140,205
Boston Beam	® - Registered	1,569,749
The One	® - Registered	1,934,120
Boston Bumper	® - Registered	1,567,149
FastLane	® - Registered	2,681,567
Classic Bumper	® - Registered	2,590,913
Boston Trim	™ - Trade Marked	75/874385 (serial number)