

05-29-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): PCG Trading, LLC

- 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: 03/24/2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation Internal Address: Mail Code MA DE 10307X

Street Address: One Federal Street City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Rhode Island Corporation 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) 78/033009, 78/040159, 78/040156

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: S. Ryan Black Internal Address: c/o Palmer & Dodge, LLP

Street Address: 111 Huntington Ave. at Prudential Center

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

S. Ryan Black, Legal Assistant Name of Person Signing

Signature

5-22-03 Date

Total number of pages including cover sheet, attachments, and document: 06

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/28/2003 LMJELLER 00000058 78033009

01 FC:8521 02 FC:8522

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TRADEMARK REEL: 002741 FRAME: 0861

12 - 0030

## SECURITY AGREEMENT (TRADEMARKS)

**WHEREAS** PCG Trading, LLC (the "Pledgor"), a Delaware corporation whose principal place of business is located at Four Technology Drive, Peabody, Massachusetts 01960 is the owner and user of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS** Pledgor has entered into that certain Credit and Security Agreement dated as of March 24, 2003 (the "Credit Agreement") among the Pledgor, as borrower, PCG Parent Corp and certain of the Pledgor's direct and indirect subsidiaries, as guarantors (collectively, with the Pledgor, the "Credit Parties"), and Fleet Capital Corporation (the "Lender"), pursuant to which the Pledgor has granted to the Lender a security interest in, among other things, the Trademarks;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgor's right, title and interest in the Trademarks;

**NOW**, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, all of the Pledgor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Lender, and the rights and remedies of the Lender with respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 24 day of March, 2003.

PCG TRADING, LLC

By: Kevin J. Harney  
Name: Kevin J. Harney  
Title: CFO

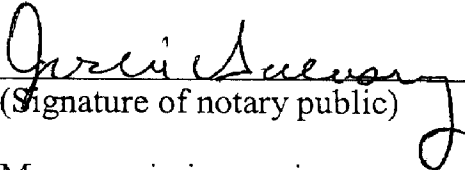
FLEET CAPITAL CORPORATION

By: Daniel P. Corcoran  
Name: Daniel P. Corcoran  
Title: Senior Vice President

Commonwealth of Massachusetts

County of Suffolk

On this 24th day of March, 2003, before me personally appeared Kevin J. Harney, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of PCG Trading, LLC, with authority to do so.

  
(Signature of notary public)

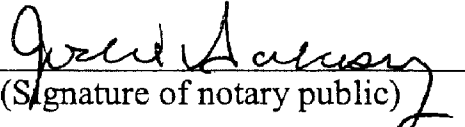
My commission expires: \_\_\_\_\_

**JODIE SALASNY, Notary Public**  
My commission expires April 8, 2005

Commonwealth of Massachusetts

County of Suffolk

On this 24th day of March, 2003, before me personally appeared Daniel P. Corcoran, Jr., the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.

  
(Signature of notary public)

My commission expires: \_\_\_\_\_

**JODIE SALASNY, Notary Public**  
My commission expires April 8, 2005

## SCHEDULE A

## SCHEDULE OF TRADEMARKS

COUNTRY	TRADEMARK TITLE	APPLICATION NUMBER	REGISTRATION NUMBER	STATUS
BENELUX	CONVERGE	979851	691686	Renewal Due 12/14/10
BENELUX	C CONVERGE (Stylized - Horizontal)	980750	696421	Renewal Due 12/22/10
BENELUX	C CONVERGE (Stylized - Vertical)	980751	691675	Renewal Due 12/22/10
CHINA	CONVERGE	200191962	1956777	Preliminary Approval Granted
CHINA	CONVERGE	2001004975	1799612	Preliminary Approval Granted
CTM (EUROPEAN COMMUNITY)	CONVERGE	2042398		Pending
CTM (EUROPEAN COMMUNITY)	C CONVERGE (Stylized - Horizontal)	2019164		Pending
FRANCE	CONVERGE		3069554	Renewal Due 12/06/10
FRANCE	C CONVERGE (Stylized - Vertical)		3074046	Renewal Due 12/28/10
GERMANY	CONVERGE	30090122		Pending
GERMANY	C CONVERGE (Stylized - Horizontal)	30100088		Pending
GERMANY	C CONVERGE (Stylized - Vertical)	30100087		Pending
GREAT BRITAIN	CONVERGE	2254533	2254533	Renewal Due 11/30/10
GREAT BRITAIN	C CONVERGE (Stylized - Vertical)	2256943	2256943	Renewal Due 12/29/10
JAPAN	CONVERGE	132384/2000		Pending
JAPAN	C CONVERGE (Stylized - Horizontal)	81/2001		Pending
KOREA	CONVERGE	30907-2000		Pending
KOREA	C CONVERGE (Stylized -	32042-2000		Pending

	Horizontal)			
SINGAPORE	CONVERGE	T00/21243F		Pending
SINGAPORE	C CONVERGE (Stylized - Horizontal)	T01/00297D		Pending
SWITZERLAND	CONVERGE	14564/2000	486420	Renewal Due 12/29/10
SWITZERLAND	C CONVERGE (Stylized - Horizontal)	15256/2000	486586	Renewal Due 12/28/10
SWITZERLAND	C CONVERGE (Stylized - Vertical)	15257/2000	486587	Renewal Due 12/28/10
TAIWAN	C CONVERGE (Stylized - Horizontal)	89077502	169461	Renewal Due 9/15/12
TAIWAN	FAT C LOGO	89077501	166949	Renewal Due 7/31/12
TAIWAN	FAT C LOGO	91008147	180906	Approved
UNITED STATES	CONVERGE	78/033009		Pending
UNITED STATES	C CONVERGE (Stylized - Horizontal)	78/040159		Pending
UNITED STATES	C CONVERGE (Stylized - Vertical)	78/040156		Pending