

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

ALDEN CORPORATION

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

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

3. Nature of conveyance:

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

Execution Date: 6/9/04

2. Name and address of receiving party(ies)

Name: BANKNORTH, N.A.

Internal Address: P.O. Box 2589

Street Address: Two West Main Street

City: Waterbury State: CT Zip: 06723-2589

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other NATIONAL BANKING ASSOCIATION

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) 76/521,502

B. Trademark Registration No.(s) 2,790,554

Additional number(s) attached Yes No

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

Name: Arthur G. Schaier

Internal Address: Carmody & Torrance LLP

P.O. Box 1110

Street Address: 50 Leavenworth Street

City: Waterbury State: CT Zip: 06721-1110

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0447

DO NOT USE THIS SPACE

9. Signature.

Arthur G. Schaier, Esq.

Name of Person Signing



Signature

6/14/04

Date

Total number of pages including cover sheet, attachments, and document: 3

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

CH \$65.00 500447 76621502

SCHEDULE AREGISTERED TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
United States	GRABIT	2,790,554	December 9, 2003

PENDING TRADEMARK APPLICATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
United States	GRABIT & DESIGN	76/521,502	June 2, 2003
Canada	GRABIT	1,177,117	May 15, 2003
Community	GRABIT	3748555	April 8, 2004
Japan	GRABIT	2004/041025	Apr. 30, 2004

**NOTICE OF GRANT OF SECURITY
INTEREST IN TRADEMARKS**

The undersigned, Alden Corporation, a Connecticut corporation, having its chief executive office and principal place of business at 251 Munson Road, Wolcott, Connecticut 06716 (the "Grantor"), has, on the date hereof, granted to Banknorth, N.A., a national banking association, having a banking office at Two West Main Street, P.O. Box 2589, Waterbury, Connecticut 06723-2589 (the "Lender"), a continuing first priority lien and security interest in:

All of Grantor's right, title and interest in and to all of the following: (i) all of the trademarks, service marks, designs, logos, indicia, tradenames, business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the trademarks of Grantor listed on Schedule A hereto (as the same may be hereafter amended/supplemented) which are now or in the future owned, held used or adopted by Grantor in Grantor's business or with Grantor's products and services (collectively, the "Trademarks"), (ii) any and all past, present or future rights and interests of Grantor pursuant to any and all past, present and future licensing agreements granted by Grantor, pertaining to the Trademarks, used by third parties in the past, present or future, including the right to enforce, and sue and recover for, any past, present or future breach or violation of any such licensing agreement; (iii) all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing;

Pursuant to the terms of a certain Loan and Security Agreement dated as of October 18, 2003, as amended as of the date hereof, by and between Grantor and Lender (the "Loan and Security Agreement"), to secure Grantor's indebtedness to Lender under the terms of the Loan and Security Agreement.

Dated this 9th day of June, 2004.

ALDEN CORPORATION

By: 

Yvon J. Desaulniers
Its President

BANKNORTH, N.A.

By: 

William B. Kelleher
Its Vice President