

05-18-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of

100712135

attached original document or copy thereof.

1. Name of conveying party(ies):

American Felt & Filter Company, Inc.
311 First Avenue
Newburgh, NY 12550

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

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

3. Nature of conveyance:

MRD 5-4-98

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

Execution Date: April 29, 1998

2. Name and address of receiving party(ies):

Name: Norwest Business Credit, Inc.

Internal Address:

Street Address: 300 Commercial Street

City: Boston State: MA ZIP: 02109

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Minnesota
☐ 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)

See Schedule A attached hereto.

B. Trademark registration No.(s)

See Schedule A attached hereto.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Updike, Kelly & Spellacy, P.C.

Internal Address: Attn.: R. Alisha Verdone

Street Address: One State Street

City: Hartford State: CT ZIP: 06123

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41): \$ 490.00 E

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Wilson H. Pryne, President

Name of Person Signing:

Signature

April 29, 1998

Date:

Total number of pages comprising cover sheet:

6

OMB No. 0651-0011 (exp. 4/94)

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TRADEMARK

REEL: 1726 FRAME: 0061

SCHEDULE A

**THE AMERICAN FELT AND FILTER COMPANY ACTIVE FEDERAL
TRADEMARK APPLICATIONS AND REGISTRATIONS**

Mark	Int. Class	Appln./ Reg. No.	Appln. No./ Reg. Date	Status
CALSTAR	11	75/188,147	10/29/96	Pending
AIRSTAR	11	75/188,146	10/29/96	Pending
AFFCO	11, 24	2,077,199	07/08/97	Registered
FIBERSTRUCT	42	1,524,975	02/14/89	Registered
FLO-CLEAN	11	1,473,042	01/19/88	Registered
Monk's Foot Quality				
Since 1899	24	1,160,073	07/07/81	Registered
IFC	11	1,044,060	07/20/76	Registered
FELTASTIC	24	1,071,508	08/16/77	Registered
VISTEX	24	502,288	09/21/48	Registered
AFCO	17	861,034	11/26/68	Registered
ECONOPRESS	22	787,114	03/23/65	Registered
AFCO	11	702,567	08/09/60	Registered
WINDSOR	24	696,839	04/26/60	Registered
IMPERIAL	24	697,862	05/17/60	Registered
FEUTRON	24	697,861	05/17/60	Registered
HUSHALON	24	691,328	01/12/60	Registered
OMR	11	843,698	02/06/68	Registered
NYLOPRESS	7	681,121	06/30/59	Registered
Design only (foot/sandle in circle)	24	94,149	11/11/13	Registered

**MORTGAGE, ASSIGNMENT AND
SECURITY AGREEMENT - TRADEMARKS**

This MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT - TRADEMARKS (the "Mortgage") is made as of this 29th day of April, 1998 by AMERICAN FELT & FILTER COMPANY, INC., a Delaware corporation, with its chief executive office located at 311 First Street, Newburgh, New York 12550 (the "Assignor") in favor and for the benefit of Norwest Business Credit, Inc., a Minnesota corporation with an office at 300 Commercial Street, Boston, Massachusetts 02109 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignee has, subject to the terms and conditions set forth in a certain credit and security agreement of even date herewith (the "Credit and Security Agreement"), agreed to make loans and advances and otherwise extend credit to the Assignor; and

WHEREAS, the Assignor is the sole and exclusive owner of the United States Trademarks, applications for United States Trademarks and all other corresponding trademarks and applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof (the "Trademark Rights"); and

WHEREAS, pursuant to the Credit and Security Agreement, the Assignor has granted the Assignee a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Credit and Security Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Assignee under the Credit and Security Agreement that the Assignor execute and deliver to the Assignee a mortgage in substantially the form hereof; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Credit and Security Agreement, the Assignor hereby agrees with the Assignee as follows:

1. The Assignor hereby assigns, conveys and transfers to the Assignee, its successors and assigns, on the terms and conditions set forth in the Credit and Security Agreement, and as security for the obligations and liabilities of the Assignor under the Credit and Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Assignor's right, title, and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof; (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted; and (iii) all proceeds thereof, including

the goodwill of the business connected with the use or and symbolized by the Trademark Rights (hereinafter sometimes collectively referred to as the "Collateral").

2. The Assignor represents and warrants unto the Agent that the Assignor has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. The Assignor represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. The Assignor represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by the Assignor or in connection with its business.

5. The Assignor covenants and agrees with the Agent that, so long as this Mortgage shall remain in effect:

(a) The Assignor shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) The Assignor shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Assignor shall inform the Assignee of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Assignor in response to such infringement. The Assignee shall have the right, in consultation with the Assignor, to require the Assignor to take such action as the Assignee may determine in its reasonable and business judgment to be required to enforce such Trademark Rights.

(c) The Assignor shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. The Assignee shall have the right, in consultation with the Assignor, to require the Assignor to take such action as the Assignee may reasonably determine to be required to defend the Trademark Rights.

(d) The Assignor shall not, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Assignor shall, upon the request of the Assignee, execute and deliver such further documents and do such other acts and things as the Assignee reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Trademark Rights, and the Assignor does hereby irrevocably appoint the Assignee, its successors

and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Assignor, its successors and assigns, and the Assignor confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Until the occurrence of an Event of Default as defined in the Credit and Security Agreement and subject to the provisions of the Credit and Security Agreement, the Assignee hereby acknowledges the Assignor's exclusive right and license to use the Collateral for the Assignor's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Assignor to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Assignor from the performance of any covenant, agreement or obligation on the Assignor's part to be performed under any license agreement now existing or hereafter executed by the Assignor licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Assignee for the acts or omissions of the Assignor in connection with any such license or license agreement.


8. This Mortgage shall terminate upon written notice by the Assignee to the Assignor that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by the Assignee to the Assignor and the Assignee shall promptly execute and deliver to the Assignor such documents or instruments as the Assignor may reasonable request of such termination.

9. This Mortgage shall be binding upon the Assignor, its successors, and assigns and shall inure to the benefit of the Assignee, the Assignees, each Assignee Affiliate, and their successors and assigns.

10. This Mortgage may not be amended or modified except with the written consent of the Assignee.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Mortgage as of the date first set forth above.

AMERICAN FELT & FILTER COMPANY, INC.

By: 
Wilson H. Pryne
Its President

