FORM PTO-1618A
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

[X] New

[ ] Resubmission (Non-Recordation) Document ID #

[ ] Correction of PTO Error Reel # Frame #

[ ] Corrective Document Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger Effective Date Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 03 11 98

Name: Novocon International, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BankBoston, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 100 Federal Street

Address (line 2):

Address (line 3): Boston (City) Massachusetts (State/Country) 02110 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [X] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: a national banking association

FOR OFFICE USE ONLY

06/08/1998 JSHABAZZ 00000177 75315093

01 FC:481 40.00 OP
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (404) 888-4076

Name: Susan Bradley Gray

Address (line 1): Hunton & Williams

Address (line 2): 600 Peachtree Street, N.E.

Address (line 3): Suite 4100

Address (line 4): Atlanta, Georgia 30308

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/315,093			1,702,829		
75/243,776			1,843,988		
75/243,775					

Number of Properties

Enter the total number of properties involved. # 5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 140.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Dana Kull, Esq.	Dana Kull	June 5, 1998
Name of Person Signing	Signature	Date Signed

ASSIGNMENT FOR SECURITY INTEREST
(Trademarks)

STATE OF TENNESSEE)
) ss.:
COUNTY OF HAMILTON)

WHEREAS, Novocon International, Inc., a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A**, and certain other trademarks, tradenames and registrations and applications for registration thereof (collectively, the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into a Subsidiary Security Agreement, dated as of March 11, 1998 (the "Security Agreement"), in favor of BankBoston, N.A., as Agent; and

WHEREAS, pursuant to the Security Agreement the Assignor has agreed to assign to the Agent, and to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

(a) trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,

(b) licenses of the foregoing, whether as licensee or licensor,

(c) renewals thereof,

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing,

(f) all rights corresponding to any of the foregoing throughout the world, and

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement).

WHEREAS, the Assignor is required under the Security Agreement to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, the Trademark Collateral,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, and grants to the Agent, for the benefit of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the assignment of and security interest in and lien upon the Trademark 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.

Recognizing that the Assignor requires the full freedom to operate under its trademarks in conducting its business, the parties hereto agree that nothing contained in this security interest shall restrict or impede the Assignor's rights to enter into agreements with third parties for appropriately non-exclusive license(s) to utilize trademarks pledged herein, or which may subsequently become pledged during the life of the security agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of March 11, 1998.

[Corporate Seal]

NOVOCON INTERNATIONAL, INC.

By: _____
Name: JAMES P. TAYLOR
Title: VICE PRESIDENT

STATE OF Tennessee)
) ss.:
COUNTY OF Hamilton)

On this 11th day of March, 1998, before me personally came James P. Taylor, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ is VICE PRESIDENT of Novocon International, Inc., the corporation described herein and which executed the foregoing instrument; that he/~~she~~ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/~~she~~ signed his/~~her~~ thereto by like order.

_____
Notary Public

My Commission Expires: 4-11-98

[NOTARIAL SEAL]

TRADEMARK
REEL: 1737 FRAME: 0025

SCHEDULE A
TRADEMARKS

COUNTRY	MARK	SERIAL NO.	REG. NO.	GOODS
USA	FORTEX	75/315,093		Fibres for Concrete or Refractory Reinforcement
USA	NOVOTEX	75/243,776		Fibres for Concrete of Refractory Reinforcement
USA	FE	75/243,775		Fibres for Concrete of Refractory Reinforcement
USA	XOREX	74/205, 726	1,702, 829	Steel Fibres for Concrete Reinforcement
USA	NOVOCON	74/058,678	1,843,988	Concrete Ad Mixtures, Concrete
CANADA	NOVOTEX	853801		Fibres for Concrete or Refractory Reinforcement
CANADA	XOREX	674140	TMA401663	Steel Fibres for Concrete Reinforcement
CANADA	NOVOCON	647640	TMA377739	Steel Fibres, Concrete and Concrete Ad Mixtures
CANADA	FORTEX	865188		Fibres for Concrete or Refractory Reinforcement
MEXICO	NOVOCON	314922		Concrete
MEXICO	XOREX	314923		Steel Fibres for Concrete or Refractory Reinforcement
MEXICO	FORTEX	311837		Fibres for Concrete or Refractory Reinforcement
MEXICO	NOVOTEX	305258		Fibres for Concrete or Refractory Reinforcement
NEW ZEALAND	NOVOTEX	280,718		Fibres for Concrete or Refractory Reinforcement
NEW ZEALAND	XOREX	265,204	265,204	Steel Fibres for Concrete Reinforcement
AUSTRALIA	NOVOTEX	740,990		Fibres for Concrete or Refractory Reinforcement
AUSTRALIA	XOREX	708,807	708,807	Metal Building Material, Metal Reinforcing Materials, Steel Fibres
BRAZIL	NOVOTEX	820167576		Fibres for concrete or Refractory Reinforcement
JAPAN	NOVOTEX	149131/1997		Fibres for Concrete or Refractory Reinforcement
TAIWAN	NOVOTEX	86-45637		Fibres for Concrete or Refractory Reinforcement
SOUTH KOREA	NOVOTEX	97-39095		Fibres for Concrete or Refractory Reinforcement
SOUTH KOREA	XOREX		359,090	Mixture of Concrete or Shotcrete Reinforced with Steel Fibres
SOUTH KOREA	NOVOCON		319,093	Concrete and Concrete Ad Mixtures; Steel Fibres and Polypropylene Fibres for Use in Concrete
SOUTH KOREA	PLYCON	95-12583	342,911	A Polypropylene Fibre in either Monofilament or Fibrillated Forms, used as a composite Material with Concrete and Shotcrete
EUROPEAN UNION	NOVOTEX	615252		Fibres for Concrete or Refractory Reinforcement, Reinforcing Material Not of Metal for Building