

06-09-1998



Tab # 000

To the Honorable Commissioner of Patents and

100732218

and documents or copy thereof.

1. Name of conveying party(ies):
Atlantic Extrusions Corporation
96 Swampscott Road
Salem, MA 01970

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

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

2. Name and address of receiving party(ies):
Name: Fleet Capital Corporation
Internal Address: Suite 800
Street Address: 300 Galleria Parkway
City: Atlanta State: GA ZIP: 30339

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Rhode Island
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 15, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s) 809,201

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Diane S. White
Internal Address: King & Spalding
Street Address: 191 Peachtree Street
City: Atlanta State: GA ZIP: 30303

7. Total fee (37 CFR 3.41): \$ 65
 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.
Diane S. White
Name of Person Signing *Diane White* Signature 6/3/98 Date

Total number of pages comprising cover sheet: 2

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/10/1998 SSMITH 00000001 809201

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

Exhibit A

| <u>Trademark</u> | <u>Registration or Application Number</u> |
|------------------|---|
| Corflo | 809,201 |
| Powermold | 860,466 |

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 15th day of May, 1998, by ATLANTIC EXTRUSIONS CORPORATION, a South Carolina corporation ("Grantor"), in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Lender");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Lender proposes to make certain loans and advances to Grantor on the date hereof and hereafter, all pursuant to that certain Loan and Security Agreement, dated as of even date herewith, between Grantor and Lender (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Grantor pursuant to the Loan Agreement, Lender has required that Grantor grant to Lender a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Lender to consummate the financial accommodations to Grantor provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender a security interest in, and makes to Lender a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Lender for the payment of all Obligations of Grantor to Lender, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner

consistent with the preservation of their current substance, validity, registration and the security interest herein granted.


Grantor further agrees (a) that Lender shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Lender in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Lender may do so in Grantor's name or in Lender's name but at Grantor's expense, and Grantor hereby agrees to reimburse Lender for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademark Rights owned by Grantor.

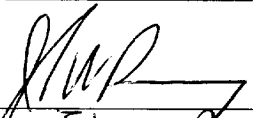
The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Lender shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Lender's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Lender and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

ATLANTIC EXTRUSIONS CORPORATION

By: 
Name: Dexter Henry
Title: President

Attest: 
Name: John W. Peruzzo
Title: Treasurer

On this 15th day of May, 1998, before me appeared the persons who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in their respective capacities as officers of ATLANTIC EXTRUSIONS CORPORATION, a South Carolina corporation, having the titles referenced therein, who acknowledged that they signed same as their free act for and on behalf of the identified company with authority to do so in their respective aforesaid capacities.



Notary Public

Commission Expiration Date: *March 13, 2003*

[NOTARIAL SEAL]

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