

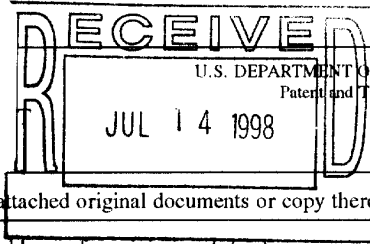
MRD 7-14-98

07-23-1998

FORM PTO-1594  
1-31-92



100772650



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

1. Name of conveying party(ies):

Facile Holdings, Inc.  
185 Sixth Avenue  
Paterson, New Jersey 07509

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

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of conveyance:

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

Execution Date: June 26, 1998

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

Name: First Union National Bank

Street Address: 190 River Road

City: Summit State: New Jersey ZIP: 07901

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - National Bank

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) and address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1. 1,491,703
	2. 409,244
	3. 410,056
	4. 669,341
	5. 1,246,367
	6. 1,113,506

Additional numbers attached?  Yes  No

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

Name: Robert W. Smith, Esq.  
Internal Address: McCarter & English, LLP  
4 Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: New Jersey ZIP: 07101

6. Total number of applications and registrations involved: 6

7. Total Fee (37 CFR 3.41): \$ 165.00

- 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 your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert W. Smith  
Name of Person Signing

Signature

July 13, 1998  
Date

Total number of pages comprising cover sheet: 4

07/13/1998 11:01:11 0000455 1491703 40.00 00 125.00 00

## SCHEDULE A

Schedule A to a Trademark Assignment of Security dated June 26, 1998, by and between Facile Holdings, Inc. and First Union National Bank

<u>TRADEMARK</u>	<u>REG./SERIAL NOS.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>	<u>ACTION REQUIRED</u>
Encode	US 1,491,703		<u>Registered</u>	<u>Renewal, June 2008</u>
Facil-Fab	US 409,244		<u>Registered</u>	<u>Renewal, Sept. 2004</u>
Facil-Fab	US 410,056		<u>Registered</u>	<u>Renewal, Nov. 2004</u>
Facilon	US 669,341		<u>Expired</u>	<u>N/A</u>
Insul-Fab	US 1,246,367		<u>Registered</u>	<u>Renewal, Jul. 2003</u>
Lamiglas	US 1,113,506		<u>Registered</u>	<u>Renewal, Feb 1999</u>

**TRADEMARK ASSIGNMENT OF SECURITY**

(United States of America)

WHEREAS, Facile Holdings, Inc. a corporation formed under the laws of Delaware, located at 185 Sixth Avenue, Paterson, NJ 07509, ("Guarantor") has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Guarantor is obligated to First Union National Bank ("Lender") located at 190 River Road, Summit, NJ 07901, pursuant to (i) a certain Guaranty, dated the date hereof by Guarantor in favor of Lender and (ii) a certain Security Agreement, dated the date hereof by Guarantor in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Guarantor is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Guarantor does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the "Obligations" as defined in the Agreements and in accordance with the terms and provisions thereof.

Guarantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: June 26, 1998

Witness:

Valerie Smith

Facile Holdings, Inc.

By: Albert Stofz  
ALBERT STOFZ  
PRES

Witness:

[Signature]

First Union National Bank

By: Laura H. McAulay  
Laura H. McAulay  
Vice President

STATE OF NEW JERSEY )  
 )  
COUNTY OF ESSEX ) ss:

On this 26th day of June, 1998, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is \_\_\_\_\_ of Facile Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
 )  
COUNTY OF ESSEX ) ss:

On this 26th day of June, 1998, before me personally came Laura H. McAulay, to me known, who, being by me duly sworn, did depose and say that she is a Vice President of First Union National Bank, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public