

E 07-27-1998

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To the Honorable Commissioner of Pat.

100777620

had original documents or copy thereof.

MRD 7-1-98

**1. Name of conveying party(ies):**  
 Twitchell Corporation  
 4031 Ross Clark Circle, NW  
 P. O. Box 8156  
 Dothan, AL 36304

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

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

**2. Name and address of receiving party(ies)**  
 Name: Antares Leverage Capital Co.  
 Internal Address: Suite 2725  
 Street Address: 311 South Wacker Drive  
 City: Chicago State: IL Zip: 60606

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Delaware  
 Corporation State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is attached:  Yes  No  
 (Designations 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: June 16, 1998

**4. Application number(s) or patent number(s):**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)  
See attached Exhibit A

Additional numbers attached?  Yes  No

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

Name: Elizabeth Burns, Paralegal  
 Internal Address: Latham & Watkins  
 \_\_\_\_\_  
 \_\_\_\_\_

Street Address: Sears Tower, Suite 5800  
 \_\_\_\_\_

City: Chicago State: IL ZIP: 60606

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 3.41) \_\_\_\_\_ \$ 140.00**

Enclosed  
 Authorized to be charged to deposit

**8. Deposit account number:**  
 \_\_\_\_\_

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

07/24/1998 JSHABAZZ 00000039 1372486 DO NOT USE THIS SPACE

01 FE:441 40.00 OF  
 02 EC:442 100.00 OF

**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.*

Elizabeth Burns                      Elizabeth Burns                      6/25/98  
 Name of Person Signing                      Signature                      Date

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

**EXHIBIT A**

<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
KANECRAFT	Registered	1,372,486	11/26/85
TEXTILENE	Registered	1,329,669	4/9/85
TEXTILENE DESIGN	Registered	404,925	12/28/43
TEXTILENE SUNSURE	Registered	1,373,879	12/3/85
TYCO-TUFF	Pending	75/421,004	Filed 1/27/98

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of June 16, 1998 by Ludlow Corporation, a Massachusetts corporation ("**Seller**") in favor of Twitchell Corporation (f/k/a Twitchell Acquisition Corporation), a Delaware corporation (the "**Purchaser**").

Seller and Purchaser are parties to an Asset Purchase Agreement, dated as of May 6, 1998 (the "**Asset Purchase Agreement**"), by and among Seller, Tyco International (US) Inc., a Massachusetts corporation, and Purchaser. Pursuant to Article 1.1 of the Asset Purchase Agreement, Seller is selling to the Purchaser, among other assets, all United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), servicemarks, tradenames (including, without limitation, the names "Twitchell," "Wiborg" and all variations thereof), brand names, logos, copyrights and any applications therefor, and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shop rights, processes, methods and formulae, trade secrets, product drawings, specifications, designs and other technical information owned or held by or licensed to Seller or in which Seller has rights, and used in connection with the ownership and operation of the Business, together with all goodwill associated with the foregoing, including without limitation, the items set forth in Schedule 1.1(a) to the Asset Purchase Agreement, a copy of which is attached hereto as Exhibit A (collectively, the "**Intellectual Property**").

In consideration of the premises and mutual covenants and agreements set forth in the Asset Purchase Agreement, the undersigned agree as follows:

1. Seller hereby sells, transfers, conveys, assigns, releases sets over and delivers to Purchaser, to and for the benefit of Purchaser and its successors and assigns, effective as of the date of this Assignment, all of Seller's right, title and interest in and to the trademarks and servicemarks listed in Exhibit A attached hereto and all other trademarks, tradenames and servicemarks used prior thereto primarily in connection with the Business, together with the goodwill associated therewith and any registrations thereof and applications to register (such registrations and applications also being listed on Exhibit A) and all rights attendant thereto (collectively, the "**Trademarks**"), to have and to hold the same with the Purchaser, its successors and assigns, from and after the date hereof, forever. Such rights shall include the right to sue for past infringements, except to the extent that those claims for infringement have been settled prior to the effective date of this Assignment.

2. At the further request of Purchaser, Seller shall cooperate with and execute all further documentation prepared by Purchaser for recording or otherwise formally perfecting the transfer of right, title and interest to Purchaser or to Purchaser's designee in aforementioned rights.

Purchaser may record such documents at its own expense to the extent that such recording is deemed desirable by Purchaser.

3. This Assignment shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of Massachusetts.

4. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Agreement to be executed by its duly authorized representative, effective as of the date first written above.

**LUDLOW CORPORATION**

By:   
Name: Irving Gutin  
Title: Vice President

**TWITCHELL CORPORATION**

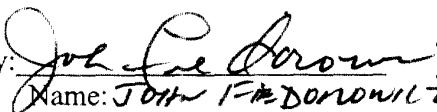
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Seller and the Purchaser have each caused this Assignment to be executed by its duly authorized representative, effective as of the date first written above.

**LUDLOW CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TWITCHELL CORPORATION**

By:   
Name: JOHN F. DONOWICZ  
Title: SECRETARY

**EXHIBIT A**

**Schedule 1  
to Trademark Security Agreement**

<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Goods</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Next Renewal</u>
KANECRAFT	Registered	1,372,486	Woven and knitted paper for use in making hats, wallpaper and furniture	01/23/85	11/26/85	11/26/05
TEXTILENE	Registered	1,329,669	Synthetic fabrics	06/25/84	04/09/85	04/09/05
TEXTILENE DESIGN	Registered	404,925	Yarns	07/31/43	12/28/43	12/28/03
TEXTILENE SUNSURE	Registered	1,373,879	Synthetic awning fabrics	07/25/84	12/03/85	12/03/05
TYCO-TUFF	Pending	75/421,004	Synthetic yarns	01/21/98		

SPUNSURE\*  
DURA-SOFT ACRYLICS\*

TRADEMARK  
REEL: 1758 FRAME: 0766

\*These marks are not pending or registered in the U.S. Patent and Trademark Office.