FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

MLL 7-21-98

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

07-22-1998

RECO

100769878

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

Name: Mercer Products Company, Inc.

Execution Date Month Day Year: 04 21 98

Formerly:

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

[ ] Other

[X] Citizenship/State of Incorporation/Organization: New Jersey

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: NationsBank, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 600 Peachtree Street, N.E.

Address (line 2): 13th Floor

Address (line 3): Atlanta (City) Georgia (State/Country) 30308 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] 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.)*

[ ] Corporation [X] Association

[ ] Other

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

RECEIVED 98 JUL 21 AM 9:22 ASSIGNMENT

FOR OFFICE USE ONLY

07/22/1998 SSMITH 00000043 1372591
01 FC:481 40.00 OP
02 FC:482 200.00 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

TRADEMARK
REEL: 1 SVFRAME: 0813

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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. # 4

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)		
			1,372,591	1,355,586	861,475
			1,810,789	1,851,484	1,782,795
			1,524,506	1,641,500	1,829,424

Number of Properties

Enter the total number of properties involved. # 9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 240.00

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	July 20, 1998
Name of Person Signing	Signature	Date Signed

[EXECUTION COPY]

ASSIGNMENT FOR SECURITY
(Trademarks)

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

WHEREAS, Mercer Products Company, Inc., a New Jersey 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 that certain Amendment No. 1, Waiver and Joinder Agreement dated as of April 21, 1998, between the Assignor, Burke Industries, Inc., a California corporation (the "Borrower"), the financial institutions party thereto from time to time (the "Lenders"), and NationsBank, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Assignor became a Borrowing Subsidiary under and as defined in that certain Loan and Security Agreement dated as of August 20, 1997 (as so amended and as hereafter amended, the "Loan Agreement"), pursuant to which the Lenders have, on or about the date hereof, made or agreed to make certain loans or other financial accommodations to or for benefit of the Assignor and under which the Assignor may incur other obligations to the Lenders, and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed as security for the payment and performance of the Secured Obligations (as defined in the Loan Agreement) 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) The Trademarks 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,

(g) all proceeds of and accessions to any and all of the foregoing, and

WHEREAS, the Assignor is required under the Loan 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 Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of April 21, 1998.

MERCER PRODUCTS COMPANY, INC.

[Corporate Seal]

By: _____
Name: Keith Osser
Title: Secretary

Attest:

_____
Louis Mintz
Assistant Secretary

STATE OF New York

: ss:

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 21 day of April, 1998 by KEITH OSTER of Mercer Products Company, Inc., a New Jersey corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.

Robin A. Kahan

Name: Robin A. Kahan

Serial Number: 52-6490365

Notary Public

[NOTARIAL SEAL]

My commission expires:

ROBIN A. KAHAN
Notary Public, State of New York
No. 52-6490365
Qualified in Suffolk County
Commission Expires May 31, 1998

TRADEMARK 04/20/98 - 1:31 PM
REEL: 1759 FRAME: 0817

SCHEDULE A
(Trademarks)

Trademark	Registration #	Registration Date	Serial #	Date of Expiration
DOCKSIDERS & DESIGN	1,372,591	11/26/85		11/26/05
MAXXI-TREAD	1,355,586	8/20/85		8/20/05
MERCER FRICTION GRIP	861,475	12/3/68		(Renewed 9/19/89)
MERCER & DESIGN	1,810,789	12/14/93		12/14/03
MERCER	1,851,484	8/30/94		8/30/04
MIRROR-FINISH	1,782,795	7/20/93		7/20/03
RUBBERLYTE	1,524,506	2/14/89		2/14/09
RUBBERMYTE	1,641,500	7/23/91		7/23/01
UNICOLOR	1,829,424	4/5/94		4/5/04

HUNTON & WILLIAMS

BANGKOK, THAILAND
BRUSSELS, BELGIUM
CHARLOTTE, NORTH CAROLINA
HONG KONG, CHINA
KNOXVILLE, TENNESSEE
McLEAN, VIRGINIA

NATIONSBANK PLAZA - SUITE 4100
600 PEACHTREE STREET, N.E.
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WARSAW, POLAND
WASHINGTON, D.C.

SUSAN BRADLEY GRAY
PARALEGAL
E-MAIL: SGRAY@HUNTON.COM

FILE NO.: 31804.15
DIRECT DIAL: (404) 888-4076

July 20, 1998

BY NEXT DAY AIR

ATTN: CUSTOMER SERVICES COUNTER
TRADEMARK SECURITY AGREEMENTS
U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

NationsBank/Burke Industries, Inc. (Mercer)

Enclosed for recording is an original of an Assignment for Security (Trademarks) dated as of April 21, 1998, by Mercer Products Company, Inc., as assignor, to NationsBank, N.A., as assignee. Also enclosed is a completed Form PTO-1618A recordation form cover sheet and our firm's check made payable to the Commissioner of Patents and Trademarks in the amount of $240.00 to cover the filing fee for recording the Agreement.

As it is imperative that this Assignment be recorded **ON TUESDAY, JULY 21, 1998, if possible**, please call me collect at (404) 888-4076 if you have any questions or concerns. We do not need the recorded copy immediately, we just need the document to be reflected as received and recorded on July 21, 1998. Thank you very much for your assistance with this matter.

Sincerely,

Susan Bradley Gray
Paralegal

Enclosure
cc: D. Brendan Donovan, Esq.

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