

11-12-1998

Form PTO-1594  
1-31-92

100875512

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COVER SHEET  
ONLY NOVU. S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

Record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Globe Manufacturing Corp.

- ☐ Individuals ☐ Association  
☐ General Partnership - ☐ Limited Partnership  
☒ Corporation-State: Alabama  
☐ Other

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

## 3. Nature of conveyance:

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

Execution Date: July 31, 1998

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

A. Trademark Application No.(s)

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

Name: Bank of America National Trust and Savings Association

Internal Address: 12<sup>th</sup> Floor

Street Address: 1455 Market Street

City: San Francisco State: California ZIP: 94103

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation- Delaware  
☐ Other

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) & address(es) attached? ☐ Yes ☐ No

## Trademark Registration No.(s)\

919,198 992,065  
 750,638 737,222  
 628,356

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kimberly Miller

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

5

## 7. Total fee (37 CFR 3.41): \$ 140.00

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

Kimberly V. Miller

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

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

Do not detach this portion

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

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-

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Globe Manufacturing Corp., an Alabama Corporation (the Grantor") with principal offices at 1301 Industrial Park Drive, Tuscaloosa, Alabama 35406, hereby grants to Bank of America National Trust and Savings Association, as Collateral Agent, with principal offices at 1455 Market Street, 12th Floor, San Francisco, CA 94103 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 31, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with

respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of  
the 31 day of July, 1998

GLOBE MANUFACTURING CORP.,  
as Grantor

By T. A. Rodgers  
Name:  
Title:

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION,  
as Collateral Agent and Grantee

By Dietsmar Schiel  
Name: DIETMAR SCHIEL  
Title: Vice President

STATE OF Illinois )  
 ) ss.:  
 COUNTY OF Cook )

On this 31<sup>st</sup> day of July, 1998 before me personally came

Thomas A. Rodgers, Jr., who, being by me duly sworn, did state as follows: that ~~he~~ is  
President of Globe Manufacturing Corp., that ~~he~~ is authorized to execute the  
 foregoing Agreement on behalf of said corporation and that ~~he~~ did so by authority of the Board  
 of Directors of said corporation.

*Thaddine Gomez*

Notary Public



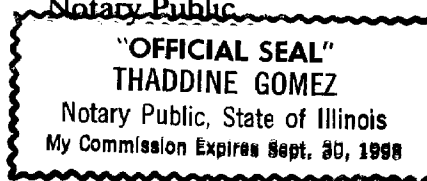
STATE OF Illinois )  
 ) SS.:  
COUNTY OF Cook )

On this 21<sup>st</sup> day of July, 1998, before me personally came

Dietmar Schiel who, being by me duly sworn, did state as follows: that ~~he~~ is  
Vice President of Bank of America National Trust and Savings Association, that ~~he~~ is  
authorized to execute the foregoing Agreement on behalf of said corporation and that ~~he~~ did so  
by authority of the Board of Directors of said corporation.

Thaddine Gomez

Notary Public



TRADEMARKS

| <u>Trademark</u>      | <u>Registration Number</u> | <u>Registration Date</u> |
|-----------------------|----------------------------|--------------------------|
| CLEERSPAN             | 919,198                    | August 31, 1971          |
| DC-100                | 992,065                    | August 27, 1974          |
| GLOSPAN               | 750,638                    | June 4, 1963             |
| IT'S ROUND IT'S RIGHT | 737,222                    | September 4, 1962        |
| IT'S ROUND IT'S RIGHT | 628,356                    | June 5, 1956             |