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

03-22-1999

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



100989526

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
 02 17 99

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Camac Corporation

02 17 99

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Virginia

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Bankers Trust Company

DBA/AKA/TA

Composed of

Address (line 1) One Bankers Trust Plaza

Address (line 2) 130 Liberty Street

Address (line 3) New York

New York

10006

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

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.)

03/19/1999 DNGUYEN 00000152 1263401

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01 FC:481
02 FC:482

40.00 DP
175.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1870 FRAME: 0290

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

(212) 735-2656

Name

Elaine D. Ziff, Esq.

Address (line 1)

Skadden, Arps Slate, Meagher & Flom LLP

Address (line 2)

919 Third Avenue

Address (line 3)

New York New York 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

11

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)

75622698

75622697

75622696

Registration Number(s)

1283401

1294375

1800812

1800813

1739063

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

215.00

Method of Payment:

Enclosed

☒

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.

Kristine Fyfe

Name of Person Signing

Signature

Date Signed

3/4/99

TRADEMARK AND PATENT SECURITY AGREEMENT

February 17, 1999

WHEREAS, Camac Corporation, a Virginia corporation (the "Assignor"), having its chief executive office at 14401 Industrial Park Road, Bristol, Virginia 24203, is the owner of all right, title and interest in and to the Security (as defined below);

WHEREAS, the Assignor, the other assignors from time to time party thereto and the Assignee (as defined below), have entered into a Security Agreement, dated as of February 17, 1999 (as amended, modified or supplemented from time to time, the "Security Agreement", the capitalized terms not otherwise defined herein shall be used herein as defined therein);

WHEREAS, BANKERS TRUST COMPANY, as Collateral Agent, for the benefit of the Secured Creditors, having its principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), desires to acquire a security interest in, and lien upon all of Assignor's right, title and interest in the Security (as defined below);

WHEREAS, the Assignor is willing to assign and grant to the Assignee a security interest in and lien upon the Security (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, as security for the prompt and complete payment and performance when due of all its Obligations, Assignor does hereby pledge and grant to the Assignee, for the benefit of the Secured Creditors, a continuing first priority security interest in all of the Assignor's right, title and interest in and to, whether now existing or from hereafter from time to time acquired, (i) the Marks including but not limited to those Marks set forth on Schedule A attached hereto, (ii) the Patents (as defined in the Security Agreement) including but not limited to those Patents set forth on Schedule B attached hereto, (iii) all the Proceeds (as such term is defined in the Security Agreement) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks, and (v) all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks and Patents (each of (i), (ii), (iii), (iv) and (v) together, the "Security").

Upon the occurrence of the Termination Date, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Security acquired under this Assignment

TRADEMARK AND PATENT SECURITY AGREEMENT

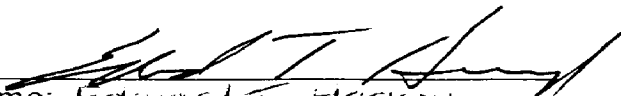
This Agreement has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

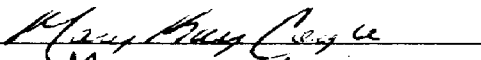
TRADEMARK AND PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

CAMAC CORPORATION, as Assignor

By 
Name: Edward T. Harvey
Title: Vice President and Assistant Secretary

BANKERS TRUST COMPANY, as
Collateral Agent and as Assignee

By 
Name: Mary Kay Coyne
Title: Managing Director

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

On this 17th day of February, 1999, before me personally
came [Signature] who, being by me duly sworn, did state as follows: that
she/he is VICE President of Camac Corporation, that she/he is authorized to execute
the foregoing Agreement on behalf of said corporation and that she/he did so by
authority of the Board of Directors of said corporation.

[Signature]
Notary Public

DELORES TAYLOR
Notary Public, State of New York
No. 01710010553
Qualified in Nassau County
Commission Expires July 20, 2000

United States Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
i. "CAMALON"	1,283,401	June 26, 1984
ii. "CAMALON SD"	1,294,375	September 11, 1984
iii. "UNYSILIQUE"	1,800,812	October 26, 1993
iv. "AMERYSIQUE"	1,800,813	October 26, 1993
v. "AMERICOLOR"	1,739,063	December 8, 1992

United States Trademark Applications

i. "PHOENIX"	App. No. Currently Unavailable, Filed 1/19/99
ii. "UNIVERSAL COLOR"	App. No. Currently Unavailable, Filed 1/19/99
iii. "ULTIMATE FIBER"	App. No. Currently Unavailable, Filed 1/19/99
iv. "LINKS"	App. No. Currently Unavailable, Filed 2/9/99

United States Patent Applications

<u>PATENT</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>
i. Stain Resistant Polyamide Composition and Fibers	08/522,123	August 31, 1995
ii. Improved Stain-Resistant Polyamide Composition and Fibers and Method of Production thereof	08/955,619	October 22, 1997
iii. On-Line Color Monitoring and Control System and Method	09/044,872	March 20, 1998
iv. Process for Making PTT Yarns	09/111,593	July 7, 1998
v. Method of Reuse of Polyamide and Polyester Mixed Waste Carpeting by Addition of of Compatibilizer (foreign license granted 9/17/98)	09/145,250	September 2, 1998
vi. Stain Resistant Polyamide Composition and Fibers (continuation in Part for Item b(i) (foreign filing license granted 12/03/98)	09/190,143	November 12, 1998