

5.7.99

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05-26-1999

HEET

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



Tab settings

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To the Honorable Commissioner of Pat.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Alcore, Inc.

05-07-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Suite 2100

Street Address: 2711 N. Haskell Avenue

City: Dallas State: TX ZIP: 75204

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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

3. Nature of conveyance:

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

Execution Date: March 31, 1998

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

A. Trademark Application No.(s)

75/600,821

B. Trademark Registration No.(s)

1,634,759	1,049,372	734,776
1,442,720	1,051,104	
1,042,668	907,852	

Additional numbers attached?  Yes  No

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

Name: George M. Borababy

Internal Address: PATTON BOGGS LLP

Street Address: 2550 M Street, N.W.

05/25/1999 NTHAI1 00000153 1634759

01 FC:481 40.00 OP  
02 FC:482 175.00 OP  
City: Washington State: DC ZIP: 20037

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- 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.

George M. Borababy  
Name of Person Signing

*George M. Borababy*  
Signature

May 7, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

**TRADEMARKS**

<b>REGISTERED TRADEMARKS</b>	<b>REGISTRATION NUMBER</b>
INTELLIDASH	1,634,759
ALCORE OVERNIGHT	Pending
PAA-CORE	1,442,720
SPIRALGRID	1,042,668
HIGRID	1,049,372
SHAPEGRID	1,051,104
DURA-CORE	907,852
TRUSSGRID	734,776
PLYGRID	-----
CGH	-----

## TRADEMARK SECURITY AGREEMENT

WHEREAS, ALCORE, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Marion Properties, Inc., a Delaware corporation, DeLand Properties, Inc., a Delaware corporation, Lincoln Properties, Inc., a Delaware corporation, Technical Products Group, Inc., a Delaware corporation, and Advanced Technical Products, Inc., a Delaware corporation, and Fleet Capital Corporation, a Rhode Island corporation ("Grantee"), are parties to that certain Loan and Security Agreement dated as of the date hereof (as heretofore or hereafter amended, modified and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made by Grantee to Grantor and the other Borrowers (as defined in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to

the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

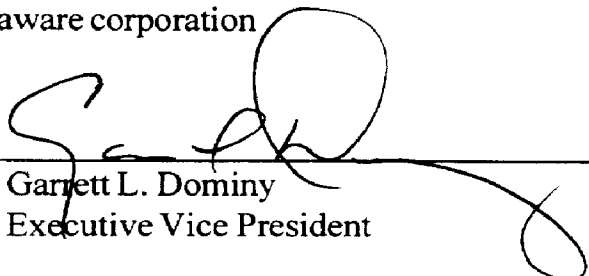
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of March, 1998.

**GRANTOR:**

ALCORE, INC.,  
a Delaware corporation

By: \_\_\_\_\_

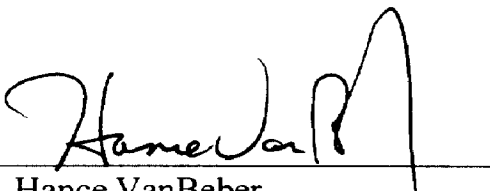
  
Garrett L. Dominy  
Executive Vice President

Acknowledged, agreed and accepted as  
of the date hereof:

**GRANTEE:**

FLEET CAPITAL CORPORATION

By: \_\_\_\_\_

  
Hance VanBeber  
Portfolio Manager

ACKNOWLEDGMENT

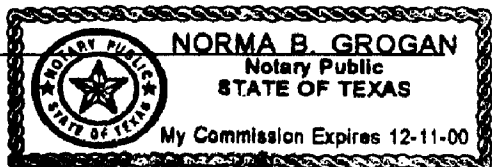
STATE OF Texas §  
 COUNTY OF Dallas § § ss.

On the 22 day of May, 1998 before me personally appeared Garrett L. Dominy, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Executive Vice President of Alcore, Inc., who being by me duly sworn, did depose and say that he is the Executive Vice President of Alcore, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Norma B. Grogan  
 Notary Public

(Seal)

My commission expires:



**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.