

9/16/99

FORM PTO-1618A  
Expires 06/00/99  
OMB 0651-0027

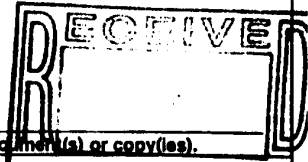
09-20-1999

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



101148443

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  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
8/31/99

Name Fiber Composites, LLC

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Delaware limited liability company
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Federal Street

Address (line 2) \_\_\_\_\_

Address (line 3) Boston

City

Massachusetts

State/Country

02110

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  Association
- Other national banking association
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

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FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 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 Practices. 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: 001959 FRAME: 0780

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)

<input type="text" value="75/378,654"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/761,407"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Frank S. Hamblett

Name of Person Signing

Signature

9/14/99

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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 the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

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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)

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**SECURITY AGREEMENT (TRADEMARKS)**

This SECURITY AGREEMENT (TRADEMARKS)(this "**Agreement**") is made as of August 31, 1999, by and between FIBER COMPOSITES, LLC, a Delaware limited liability company (the "**Borrower**") and FLEET NATIONAL BANK, a national banking association (the "**Lender**").

All capitalized terms not defined herein but defined in the Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement-All Assets**") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

**Preliminary Statements:**

WHEREAS, the Borrower has requested that the Lender enter into the Credit Agreement and to make certain Extensions of Credit to or for the benefit of the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Marks**"); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Extensions of Credit to or for the benefit of the Borrower, and as a supplement to the Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Extensions of Credit to or for the benefit of the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

**TRADEMARK  
REEL: 001959 FRAME: 0783**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS: FIBER COMPOSITES, LLC

E. Cory Cameron  
Name: E. Cory Cameron

By: Douglas G. Mancosh  
Douglas G. Mancosh, President

WITNESS: FLEET NATIONAL BANK

Gregory A. Kress  
Name:

By: Gregory A. Kress  
Gregory A. Kress, Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. August 30, 1999

Then personally appeared the above-named Douglas G. Mancosh, as President of Fiber Composites, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Fiber Composites, LLC, before me.

Eric B. Sullivan-Jones  
Notary Public  
My commission expires: 9/23/99  
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. August 30, 1999

Then personally appeared the above-named Gregory A. Kress, as Assistant Vice President of Fleet National Bank, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Fleet National Bank, before me.

Eric B. Sullivan-Jones  
Notary Public  
My commission expires: 9/23/99  
[AFFIX NOTARIAL SEAL]

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SECURITY AGREEMENT (TRADEMARKS)

by and between

FIBER COMPOSITES, LLC  
(the "Borrower")

and

FLEET NATIONAL BANK  
(the "Lender")

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List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Filing</u>	<u>Registration</u>
Fiberon	75/378,654	NA	10/24/97	NA
Fiberail	75/761,407	NA	07/27/99	NA

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RECORDED: 09/16/1999

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