

FORM PTO-1618A

Expires 06/30/99
OMB 0705-0122

RECEIVED

FEB 22 PM 3:04

OPR/FINANCE

2.22.00

03-24-2000



101295939

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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☐ MergerEffective Date
Month Day Year☐ Change of Name☐ Other

Conveying Party

☒ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name Sovereign Specialty Chemicals, Inc.

12291999

Formerly

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

Receiving Party

☐ Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank

DBA/AKA/TA

Composed of

Address (line 1) One Chase Manhattan Plaza

Address (line 2) 8th Floor

Address (line 3) New York

New York

10081

City

State/Country

Zip Code

☐ Individual☐ General Partnership☐ Limited Partnership☐ Corporation☐ Association☒ Other

National Banking Association

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.)

☐ Citizenship/State of Incorporation/Organization

03/23/2000 DCOATES 00000127 75467285

FOR OFFICE USE ONLY

1190

01 FC:401
02 FC:40240.00 OP
1150.00 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. 20231TRADEMARK
REEL: 002035 FRAME: 0384

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

212-848-4882

Name

David M. Klein

Address (line 1)

Shearman & Sterling

Address (line 2)

599 Lexington Avenue

Address (line 3)

New York, NY 10022

Address (line 4)

Pages

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

#

14

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)

75467285

1038011

1872128

677552

1529700

876325

1502187

891170

1695685

1564510

Number of Properties

Enter the total number of properties involved.

#

47

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

1190

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:

#

50-0324

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.

David M. Klein

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name SIA Adhesives, Inc.

12291999

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Delaware

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 Assignment.)

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)

1573353	1251131	1152407
1176184	1910930	1083073
1394865	2141175	1584679
1595360	1612513	1559009
1564515	1565321	1568382
1136191	1655561	1655562
1271423	1024674	1138396

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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 Assignment.)

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)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1327800"/>	<input type="text" value="1851952"/>	<input type="text" value="1904859"/>
<input type="text" value="415176"/>	<input type="text" value="1586379"/>	<input type="text" value="1674706"/>
<input type="text" value="1950848"/>	<input type="text" value="560689"/>	<input type="text" value="687758"/>
<input type="text" value="714571"/>	<input type="text" value="761189"/>	<input type="text" value="811545"/>
<input type="text" value="811610"/>	<input type="text" value="1302311"/>	<input type="text" value="1939418"/>
<input type="text" value="1902278"/>	<input type="text"/>	<input type="text"/>
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name OSI Sealants, Inc.

12291999

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Illinois

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



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.
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Corporation



Association



Other



Citizenship/State of Incorporation/Organization

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



Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
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Month Day Year

Name

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☐ 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

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☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

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☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

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Copied as executed.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***") dated December 29, 1999, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of The Chase Manhattan Bank ("***Chase***"), as Administrative Agent (the "***Administrative Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Sovereign Specialty Chemicals, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of December 29, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with Chase, as Administrative Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 29, 1999 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "***Collateral***");

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit G to the Security Agreement (an "***IP Security Agreement Supplement***"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "***Patents***");

(ii) the United States and foreign trademark and service mark registrations, applications (other than any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such intent-to-use trademark application under applicable law), and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) together in each case with all goodwill of the business connected therewith and symbolized thereby and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever pertaining thereto (the "***Trademarks***");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "***Copyrights***");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

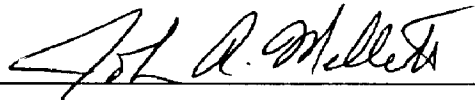
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

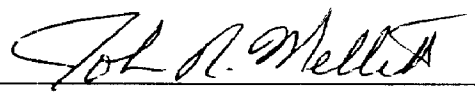
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOVEREIGN SPECIALTY CHEMICALS, INC.

By 
 Name:
 Title:

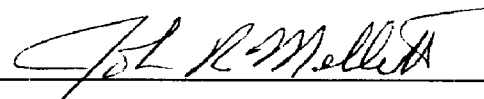
Address for Notices:
 123 West Burtges Street
 Akron, OH 44311

SIA ADHESIVES, INC,

By 
 Title:

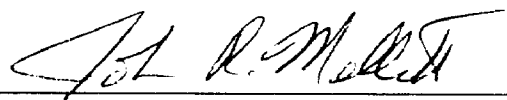
Address for Notices:
 710 Ohio Street
 Buffalo, NY 14203

PIERCE & STEVENS CORP.

By 
 Title:

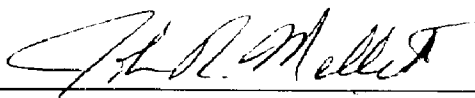
Address for Notices:
 7405 Production Drive
 Mentor, OH 44060

OSI SEALANTS, INC.

By 
 Title:

Address for Notices:
 9 Furman Hall Court
 Greenville, SC 29602

TANNER CHEMICALS, INC.

By 
 Title:

TRADEMARKS

* = Permitted Abandoned IP

Tanner Chemicals, Inc.

- Trademarks:

- Tanco & Design
U.S. Trademark Registration No. 1,254,977
Filed January 22, 1982
Registered October 25, 1983
Canceled March 1, 1990
- CERFOAM
U.S. Trademark Registration No. 1,165,998
Filed October 29, 1979
Registered August 25, 1981
Canceled February 29, 1988
- CERPOL*
U.S. Trademark Registration No. 1,192,919
Filed July 5, 1979
Registered April 6, 1982
Canceled November 18, 1988
- MOBILEBOND*
U.S. Trademark Registration No. 0895815
Filed December 17, 1969
Registered August 4, 1970
Expired August 4, 1990

- Trademarks:

- GOLDEN SPIKE
U.S. Trademark Application No. 75/467,285
Filed April 13, 1998
- HOUSE LOGO
U.S. Trademark No. 1,038,011
Filed February 15, 1973
Registered April 13, 1976
Expires April 13, 2006
- HOUSE LOGO*
U.S. Trademark No. 1,038,007
Filed February 15, 1973
Registered April 13, 1976
Expires April 13, 1996
Expired February 7, 1997
- POLYSEAMSEAL
U.S. Trademark No. 1,872,128
Filed July 19, 1993
Registered January 10, 1995
Expires January 10, 2005
- POLYSEAMSEAL
U.S. Trademark No. 677,552
Filed November 29, 1957
Registered April 28, 1959
Expires April 28, 1999
- SEAMSEAL 2002
U.S. Trademark No. 1,529,700
Filed November 9, 1987
Registered March 14, 1989
Expires March 14, 2009
- PUTTY STIK
U.S. Trademark No. 876,325
Filed March 4, 1968
Registered September 9, 1969
Expires September 8, 2009

- **FI:X TOUCH UP STIK**
U.S. Trademark No. 1,502,187
Filed November 9, 1987
Registered August 30, 1988
Expires August 30, 2008
- **FI:X**
U.S. Trademark No. 891,170
Filed March 28, 1968
Registered May 19, 1970
Expires May 19, 2000
- **GLAZE 'N SEAL**
U.S. Trademark No. 1,695,685
Filed May 11, 1989
Registered June 23, 1992
Expires June 23, 2002
- **THE ULTIMATE SEALANT**
U.S. Trademark No. 1,564,510
Filed July 18, 1988
Registered November 7, 1989
Expires November 7, 2009
- **ULTRA CLEAR**
U.S. Trademark No. 1,573,353
Filed March 20, 1989
Registered December 26, 1989
Expires December 26, 1999
- **TOUGHSEAL**
U.S. Trademark No. 1,251,131
Filed August 9, 1992
Registered September 13, 1983
Expires September 13, 2003
- **BUTE**
U.S. Trademark No. 1,152,407
Filed August 22, 1979
Registered April 28, 1981
Expires April 28, 2001

- **MAGIC SEAL and Design**
U.S. Trademark No. 1,176,184
Filed April 12, 1979
Registered November 3, 1981
Expires November 3, 2001
- **NAILBOND and Design**
U.S. Trademark No. 1,910,930
Filed June 12, 1992
Registered August 15, 1995
Expires August 15, 2005
- **NAIL POWER**
U.S. Trademark No. 1,083,073
Filed July 1, 1977
Registered January 24, 1978
Expires January 24, 1998
- **SURVIVOR**
U.S. Trademark No. 1,394,865
Filed October 25, 1985
Registered May 27, 1986
Expires May 27, 2006
- **BULLET BOND**
U.S. Trademark No. 2,141,175
Filed April 6, 1993
Registered March 3, 1998
Expires March 3, 2008
- **PRO-SERIES and Design**
U.S. Trademark No. 1,584,679
Filed January 3, 1989
Registered February 27, 1990
Expires February 27, 2000
- **PRO-SERIES and Design**
U.S. Trademark No. 1,595,360
Filed December 16, 1988
Registered May 8, 1990
Expires May 8, 2000

- BULLET SUPER GLUE
U.S. Trademark No. 1,612,513
Filed July 3, 1989
Registered September 11, 1990
Expires September 11, 2000
- PRO-FOAM II
U.S. Trademark No. 1,559,009
Filed January 3, 1989
Registered October 3, 1989
Expires October 3, 2009
- PR-255
U.S. Trademark No. 1,564,515
Filed December 19, 1988
Registered November 7, 1989
Expires November 7, 2009
- RT-600
U.S. Trademark No. 1,565,321
Filed December 19, 1988
Registered November 14, 1989
Expires November 14, 1999
- RS-225
U.S. Trademark No. 1,568,382
Filed December 19, 1988
Registered November 28, 1989
Expires November 28, 1999
- CAULK ONE 1 and Design*
U.S. Trademark No. 1,602,285
Filed March 9, 1989
Registered June 19, 1990
Expires June 19, 2000
Canceled as of December 23, 1996
- HOUSE LOGO (with arrows)
U.S. Trademark Registration No. 1,136,191
Filed February 5, 1979
Registered May 27, 1980
Expires May 27, 2000

- HOUSE LOGO (with door, two windows & chimney)
U.S. Trademark Registration No. 1,655,561
Filed September 27, 1990
Registered September 3, 1991
Expires September 3, 2001
- HOUSE LOGO (with numbers)*
U.S. Trademark Registration No. 1,379,869
Filed February 7, 1983
Registered January 28, 1986
Canceled September 14, 1992
- MAGIC PATCH*
U.S. Trademark Registration No. 1,211,133
Filed May 21, 1979
Registered October 5, 1982
Canceled April 17, 1989
- OSI (with underline)
U.S. Trademark No. 1,655,562
Filed September 27, 1990
Registered September 3, 1991
Expires September 3, 2001
- OSI (in outline of State of Ohio) & Design [white background]
U.S. Trademark No. 1,271,423
Filed April 1, 1981
Registered March 27, 1984
Expires March 27, 2004
- OSI*
U.S. Trademark No. 1,035,999
Filed September 26, 1974
Registered March 23, 1976
Expired December 30, 1996
- S.B.R.
U.S. Trademark No. 1,024,674
Filed November 18, 1978
Registered November 11, 1975
Expires November 11, 2005

- **WONDER FOAM**
U.S. Trademark No. 1,138,396
Filed February 5, 1979
Registered August 5, 1980
- **WOODMATE**
U.S. Trademark No. 1,327,800
Filed May 25, 1984
Registered April 2, 1985
- **WOODMATE & DESIGN***
U.S. Trademark No. 1,332,720
Filed May 25, 1984
Registered April 30, 1985
Canceled October 22, 1991
- **MAGNUM**
U.S. Trademark No. 1,851,952
Filed November 18, 1992
Registered August 30, 1994
Expires August 30, 2004

- Trademarks:

- AQUALOCK
U.S. Trademark No. 1,904,859
Filed October 26, 1992
Registered July 11, 1995
Expires July 11, 2005
- PLASTIKON*
U.S. Trademark Application 243551
Filed February 13, 1928
Registered June 26, 1928
Expired November 3, 1992
- PLASTILOCK
U.S. Trademark No. 415,176
Filed February 7, 1944
Registered July 31, 1945

Pierce & Stevens Corporation

- Trademarks:

- PRINLIN
U.S. Trademark Registration No. 1,586,379
Filed June 20, 1989
Registered March 13, 1990
- DUALITE
U.S. Trademark Registration No. 1,674,706
Filed April 25, 1990
Registered February 11, 1992
- AVADYNE
U.S. Trademark Registration No. 1,950,848
Filed December 15, 1994
Registered January 23, 1996
- PROXMELT design
U.S. Trademark Registration No. 560,689
Filed April 9, 1947
Registered July 1, 1952
- HYBOND
U.S. Trademark Registration No. 687,758
Filed December 15, 1958
Registered November 10, 1959
- BRAWN design
U.S. Trademark Registration No. 714,571
Filed February 11, 1960
Registered May 2, 1961
- PS design
U.S. Trademark Registration No. 761,189
Filed April 30, 1963
Registered December 10, 1963
- PS design
U.S. Trademark Registration No. 811,545
Filed April 30, 1963
Registered July 26, 1966

- PS design
U.S. Trademark Registration No. 811,610
Filed September 29, 1965
Registered July 26, 1966
- PS design*
U.S. Trademark Registration No. 837,786
Filed September 29, 1965
Registered October 31, 1967
Expired January 18, 1989
- HYBOND
U.S. Trademark Registration No. 1,302,311
Filed October 18, 1982
Registered October 30, 1984
- MIRALITE*
U.S. Trademark Registration No. 1,327,806
Filed July 2, 1984
Registered April 2, 1985
Canceled September 16, 1991
- MIRACURE*
U.S. Trademark Registration No. 1,392,844
Filed October 21, 1985
Registered May 13, 1986
Canceled November 16, 1992
- NOVOCOLL*
U.S. Trademark Registration No. 1,481,249
Filed August 17, 1987
Registered March 22, 1988
Canceled September 26, 1994
- MIRACURE
U.S. Trademark Registration No. 1,939,418
Filed July 7, 1994
Registered December 5, 1995
- MIRACURE
U.S. Trademark Registration No. 1,902,278
Filed July 7, 1994
Registered July 4, 1995