

04-24-2000

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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  Effective Date  
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

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. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

04/24/2000 JSHABAZZ 00000049 0376940

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 325.00 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. 20231

TRADEMARK  
REEL: 002057 FRAME: 0868

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0,376,940"/>	<input type="text" value="0,918,930"/>	<input type="text" value="1,245,291"/>
<input type="text" value="2,290,842"/>	<input type="text" value="2,147,448"/>	<input type="text" value="2,194,827"/>
<input type="text" value="0,828,995"/>	<input type="text" value="1,156,370"/>	<input type="text" value="1,165,542"/>

**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.

Stuart W. Rathje

3/22/00

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

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)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

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2,199,482	0,911,863	1,423,893
1,400,329	1,401,179	<input type="text"/>
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## FIRST SUPPLEMENT TO TRADEMARK MORTGAGE

THIS FIRST SUPPLEMENT TO TRADEMARK MORTGAGE (the "First Supplement") made as of this 28<sup>th</sup> day of January, 2000, by Interface Solutions, Inc., a Pennsylvania corporation ("Mortgagor"), in favor of Heller Financial, Inc., as agent ("Mortgagee") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement defined below).

### W I T N E S S E T H

WHEREAS, Mortgagor, Mortgagee and certain Lenders entered into that certain Credit Agreement dated as of June 30, 1999 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement provided for Mortgagee and such Lenders to, from time to time, extend credit to or for the account of Mortgagor;

WHEREAS, in connection with the execution of the Credit Agreement, Mortgagor executed and delivered to Mortgagee that certain Trademark Mortgage dated as of June 30, 1999 (as amended or otherwise modified from time to time, the "Trademark Mortgage"), recorded in the Patent and Trademark Office;

WHEREAS, Mortgagor desires to amend Schedule A to the Trademark Mortgage;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation. The Trademark Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement.
2. Amendment. Mortgagor and Mortgagee hereby agree that Schedule A to the Trademark Mortgage is hereby amended by adding thereto the federally registered trademarks and trademark applications listed on Schedule A hereto.
3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Mortgagee, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Trademark Mortgage of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Trademarks (as such term is defined in the Trademark Mortgage after giving effect to the amendments and other modifications contemplated by this First Supplement).
4. Binding Effect; Benefits. This First Supplement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns. Except as expressly modified hereby, the Trademark Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the Trademark Mortgage, as modified by this First Supplement.

5. APPLICABLE LAW; SEVERABILITY. THIS FIRST SUPPLEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS FIRST SUPPLEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS FIRST SUPPLEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS FIRST SUPPLEMENT.

IN WITNESS WHEREOF, Mortgagor has duly executed this First Supplement  
as of the date first written above.

INTERFACE SOLUTIONS, INC.

By Terry V. Suman  
Its VP

Agreed and Accepted  
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By Paul T. Hertz  
Its VP

\* These marks were registered under the name of Lydall Inc. and will be transferred to Interface Solutions, Inc. upon the closing of Borrower's acquisition of certain assets of Lydall New York, Inc.

\*\* These marks were transferred by Rogers Corporation to Lydall, Inc. pursuant to License Agreements (as defined in the Purchase Agreement) subject to certain third party rights disclosed in the License Agreements, and will be transferred to Interface Solutions, Inc. by quitclaim assignment upon the closing of Borrower's acquisition of certain assets of Lydall New York, Inc.

Common Law Trademark

VB-72

MARK	REG. NO./FILING NO. & REG. DATE/FILING DATE	GOODS/SERVICES	CURRENT OWNER	STATUS
ACCOPAC	376,940 April 9, 1940	Gaskets, washers, and packing of cork or cork composition and for cork or cork composition in the sheet especially adapted for packing, in Class 17.	Interface Solutions, Inc.	1. Renewed 2. Next renewal due 4/9/00
ACCOPAC	918,930 August 24, 1971	Fibrous compositions in the sheet especially adapted for packing, in Class 17.	Interface Solutions, Inc.	1. Renewed 2. Next renewal due 8/24/01
ACCOSEAL	1,245,291 July 12, 1983	Cork and rubber gaskets, in Class 17.	Interface Solutions, Inc.	1. Registered 2. Renewal due 7/12/03
HYDRO-FUSED	2,290,842 November 9, 1999	Fibrous gasket material in roll or sheet form for use in further industrial manufacturing, in Class 17.	Interface Solutions, Inc.*	1. Registered 2. Renewal due 11/9/09



MARK	REG. NO./FILING NO. & REG. DATE/FILING DATE	GOODS/SERVICES	CURRENT OWNER	STATUS
LYCORE	2,147,448 March 31, 1998	Parts for internal combustion engines, namely, gaskets, in Class 17.	Interface Solutions, Inc.*	1. Registered 2. Renewal due 3/31/08
LYSEAL	2,194,827 October 13, 1998	Parts for internal combustion engines, namely, binder impregnated fabric for sealing high temperature and high internal pressure connections, in Class 7.	Interface Solutions, Inc.*	1. Registered 2. Renewal due 10/13/08
MOTO-FIBR Plus Design	828,995 May 23, 1967	Fiberboard, particularly for automotive use, in Class 19.	Interface Solutions, Inc.*	1. Renewed 2. Next renewal due 5/23/07
NOBESTOS**	1,156,370 June 2, 1981	Fiber-elastomer material sold in sheet and roll form for general industrial purposes such as use in the manufacture of gaskets, in Class 17.	Interface Solutions, Inc.*	1. Registered 2. Renewal due 6/2/01

MARK	REG. NO./FILING NO. & REG. DATE/FILING DATE	GOODS/SERVICES	CURRENT OWNER	STATUS
NOBESTOS/ DUROID**	1,165,542 August 18, 1981	Fiber-elastomer material sold in sheet and roll form for general industrial purposes such as use in the manufacture of gaskets, in Class 17.	Interface Solutions, Inc.*	1. Registered; 2. Renewal due 8/18/01
PRO-FORMANCE	2,199,482 October 27, 1998	Asbestos-free gasketing in sheet form for use with engines, fluid transmissions, fluid measuring instruments and metering devices, in Class 17.	Interface Solutions, Inc.	1. Registered 2. Declaration of Use due between 10/27/03 and 10/27/04
SE/DUROID**	911,863 June 8, 1971	Resin bonded fibrous material sold in sheet and strip form for general industrial uses, electrical insulating materials sold in sheet and strip form, in Class 17	Interface Solutions, Inc.*	1. Registered 2. Renewal due 6/8/01

MARK	REG. NO. / FILING NO. & REG. DATE / FILING DATE	GOODS/SERVICES	CURRENT OWNER	STATUS
SYNTHESEAL	1,423,893 January 6, 1987	Asbestos free fiber gasketing sheet for use particularly in high temperature application, in Class 17.	Interface Solutions, Inc.	1. Registered; Combined Declaration accepted & acknowledged 2. Renewal due 1/6/07
THERMO-TORK	1,400,329 July 8, 1986	Asbestos-free fiber gasketing sheet for use particularly in high temperature application, in Class 17.	Interface Solutions, Inc.	1. Registered; Combined Declaration accepted & acknowledged 2. Renewal due 7/8/06
VOLTEX	1,401,179 July 15, 1986	Composite sheet material containing plastics and having high tensile and dielectric strength and arc resistance sold for use as electrical insulating material in electrical appliances, transformers, electric motors, switch gears and electronic equipment, in Class 17.	Interface Solutions, Inc.*	1. Registered 2. Renewal due 7/15/06

Assigned Trademarks: Foreign

MARK	COUNTRY	REG. NO/SERIAL NO. & REG. DATE/FILING DATE	CURRENT LISTED OWNER	STATUS
ACCOPAC	Australia	A239846 Reg. Date unknown	Interface Solutions, Inc.	unknown
ACCOPAC	Canada	UCA049,872 May 6, 1954	Interface Solutions, Inc.	1. Renewed 2. Next renewal is due 5/6/99
ACCOPAC	France	1,259,600 February 3, 1984	Interface Solutions, Inc.	1. Renewed 2. Next renewal is due 2/2/04
ACCOPAC	Spain	739538 Reg. Date unknown	unknown	unknown
ACCOPAC	United Kingdom	962,323 July 13, 1970	Interface Solutions, Inc.	1. Renewed 2. Next renewal is due 7/13/05
HYDRO-FUSED	Brazil	820,729,191 (filed May 12, 1998)	Interface Solutions, Inc.*	1. Filed; received filing receipt 2. Application published for opposition
HYDRO-FUSED	Europe	794,800 (filed April 9, 1998)	Interface Solutions, Inc.*	1. Filed; received results of prior marks

MARK	COUNTRY	REG. NO/SERIAL NO. & REG. DATE/FILING DATE	CURRENT LISTED OWNER	STATUS
HYDRO-FUSED	Mexico	579,644 June 29, 1998 (filed March 10, 1998)	Interface Solutions, Inc.*	1. Registered 2. Renewal due 3/10/08
NOBESTOS	Canada	360,618 October 20, 1989	Interface Solutions, Inc.*	1. Registered 2. Renewal due 10/20/04
NOBESTOS	Czech and Slovak Republics	167,127 December 12, 1988	Interface Solutions, Inc.*	1. Registered 2. Next renewal due 4/5/08
SYNTHESEAL	France	1,641,160 January 29, 1991	Interface Solutions, Inc.	1. Registered 2. Renewal due 1/28/01
SYNTHESEAL	Germany	2,033,049 March 23, 1993	Interface Solutions, Inc.	1. Registered 2. Renewal due 1/22/01
SYNTHESEAL	Italy	617,116 May 26, 1994	Interface Solutions, Inc.	1. Registered 2. Renewal due 1/29/01
SYNTHESEAL	Sweden	234631 Reg. Date unknown	unknown	unknown
SYNTHESEAL	United Kingdom	1,453,137 January 17, 1991	Interface Solutions, Inc.	1. Renewed 2. Next renewal due 1/17/08

\* See asterisk above under U.S. Trademarks.

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