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To the Honorable Commissioner of Pat

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ched original documents or copy thereof.

1. Name of conveying party(ies): Cerex Advance Fabrics, Inc. f/k/a Cerex Advanced Fabrics, L.P.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other. Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 12, 2000

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State, Other

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) -See the attached-

B. Trademark Registration -See the attached-

Additional numbers attached? No

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

Name:

RETURN TO: Federal Research Corporation, 400 Seventh St., N.W., Suite 107, Washington, DC 20004

City: Stat ZIP

6. Total number of applications and registrations

7

7. Total fee (37 CFR 3.41) \$

190.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Rebecca L. Foley Name of Person

Signature

4/13/00

Date

Total number of pages including cover sheet, attachments, and

8

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

Trademark and Service Mark Applications in Prosecution

Docket No./ Serial No.	Mark	Filing State	Status
CRXITU-4 75/222.709	SONEX	1/8/97	Notice of Allowance dated 9/1/98. Filed 2 <sup>nd</sup> Request for Extension of Time to File Statement of Use on 8/23/99. New deadline for filing Statement of Use is 3/1/00. Client instructed to file 3 <sup>rd</sup> Extension of Time. <u>[Filed?]</u>
CRX-TM4 <u>75/92256</u>	ORION	2/7/00	Awaiting serial number.

Registered Trademarks

Docket No.	Mark	Filing Date/ Registration Date	Registration No./ Renewal Date	Affidavit and/or Renewal Due Between:
8516-16 72/310,578	CEREX	10/21/69	879,182 10/21/2008	10/21/90 <u>8</u> – 10/1/09 Filed renewal application 10/12/99. Renewed 1/13/00. Next renewal due 10/21/2008.
8516-17 73/714,827	PBN-II	11/8/88	1,511,839 11/8/2008	11/8/08 – 11/8/09 Filed renewal application 7/11/94. 8 & 15 accepted 3/6/95. Renewal due 11/8/08.
8516-18 74/349,567	SPECTRALON	8/24/93	1,789,456 8/24/2003	8/24/98 – 8/24/99. Filed 6/11/99. Received Notice dated 10/13/99 that Decl. is provisionally accepted; required substitute by 4/13/00. Sent substitute declaration 1/26/00.
8516-19 74/335,751	VIBRATEx	12/12/95	1,941,399 12/12/2005	12/12/00 – 12/12/01
CRXTM-1 75/029,317	THE NYLON ADVANTAGE	12/8/95 11/5/96	2,013,785 11/5/2006	11/5/01 – 11/5/02
CRXTM-2 75/056,371	Fabric design	<del>6-9/98</del> 2/13/96 <del>6-9/98</del>	2,163,116 6/9/2008	6/9/03 – 6/9/04

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, Cerex Advanced Fabrics, Inc. (f/k/a Cerex Advanced Fabrics, L.P.) a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

**WHEREAS**, Grantor, Western Nonwovens, Inc., Western Synthetic Fiber, Inc., California Fiberloft, Inc., Paltex Incorporated, Bonded Fiberloft, Inc. (f/k/a Bonded Fiber Products, Inc.), Reliance Products, Inc., Mid-America Fiber Company, Inc., Florida Nonwovens, Inc., a Delaware corporation, and Utah Nonwovens, Inc. (collectively, "Borrower"), have entered into a Credit Agreement dated as of April 12, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of April 12, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), 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 Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders 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 Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


**[remainder of page intentionally left blank]**

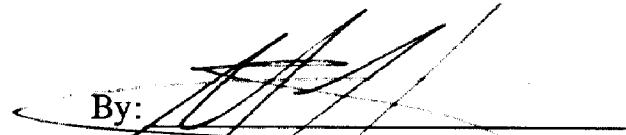
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 12<sup>th</sup> day of April, 2000.

Acknowledged:

**HELLER FINANCIAL, INC.,**  
as Agent

**CEREX ADVANCED FABRICS, INC.**

By:   
Name: John D. Shene  
Title: ASST. Vice President

By:   
Name: Mark Bidner  
Title: Chairman



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CRX-TM4 <u>75/92,56</u>	ORION	2/7/00	Awaiting serial number.



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