

09-21-2000



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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 8.30.00

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

Change of Name

Other Release of Security Assignment

Effective Date
Month Day Year
5 25 00

Conveying Party Mark if additional names of conveying parties attached

Name Fleet Capital Corporation as assignee of Fleet National Bank

Formerly BankBoston, N.A., formerly The First National Bank of Boston

Execution Date
Month Day Year
5 25 00

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Rhode Island

Receiving Party Mark if additional names of receiving parties attached

Name Vytech Industries, Incorporated

DBA/AKA/TA _____

Composed of _____

Address (line 1) P.O. Box 5288

Address (line 2) Pearman Dairy Road

Address (line 3) Anderson SC 29623

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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.)

44-48 00000059 1293336

40.00 DP
175.00 TP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Joy Whitten

Address (line 1) Vytech Industries, Incorporated

Address (line 2) P.O. Box 5288

Address (line 3) Pearman Dairy Road

Address (line 4) Anderson, SC 29623

Correspondent Name and Address

Area Code and Telephone Number (404) 581-8275

Name Sidney R. Brown, Esq.

Address (line 1) Jones, Day, Reavis & Pogue

Address (line 2) 303 Peachtree Street, N.E.

Address (line 3) Suite 3500

Address (line 4) Atlanta, GA 30308-3242

Pages

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

5

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)

[Empty boxes for Trademark Application Number(s)]

1,283,336 1,308,087 1,660,877
1,694,470 124,137 2,006,490
1,310,094 1,654,359 [Empty box]

Number of Properties

Enter the total number of properties involved.

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 215.00

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:

[Empty box]

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.

Sidney R. Brown

Name of Person Signing

Sidney R. Brown

Signature

8-30-00

Date Signed

RELEASE OF SECURITY ASSIGNMENT
(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF COBB)

*, as assignee of Fleet National Bank
(f/k/a BankBoston, N.A., f/k/a The
First National Bank of Boston)

WHEREAS, pursuant to a Security Assignment (Trademarks), dated as of August 13, 1993 and recorded in the United States Patent and Trademark Office on November 4, 1993 at Reel 1057, Frame 0402, as assigned pursuant to an Assignment (Trademarks), dated as of March 23, 2000 and submitted to the United States Patent and Trademark Office for recording on May 16, 2000 (as so assigned, the "Security Assignment"), VYTECH INDUSTRIES, INCORPORATED, a Delaware corporation (the "Borrower"), has assigned to FLEET CAPITAL CORPORATION, a Rhode Island corporation (the "Lender"), and granted to the Lender, a continuing security interest in, and a continuing lien on, all of the Borrower's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) trademarks and trade names and registrations and applications for registration thereof, including, without limitation, the trademarks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** hereto, and the goodwill of the business symbolized by the trademarks,
- (b) licenses of the foregoing to which the Borrower is a party as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof,
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing to the Borrower,
- (f) trademarks, trade names, registrations and applications for registration for any thereof and any other rights corresponding thereto throughout the world, and
- (g) all proceeds of and accessions to any and all of the foregoing;

WHEREAS, the assignment and grant to the Lender of the lien and security interest in all of the Borrower's right, title and interest in and to the Trademark Collateral pursuant to the Security Assignment secure the payment and performance of the Secured Obligations, as defined in the Loan and Security Agreement dated as of August 13, 1993 between the Borrower and the Grantor, as amended to date and as may be further amended, supplemented, restated, or otherwise modified from time to time (the "Loan Agreement"); and

WHEREAS, in connection with the termination of the Loan Agreement and the payment in full of all Secured Obligations, the Lender now agrees to release the collateral assignment and security interest with respect to the Trademark Collateral evidenced in the Security Assignment on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender does hereby agree as follows:

Section 1. Release of Security in Trademarks. The Lender hereby releases to Borrower without recourse, representation or warranty of any kind (except as provided in Section 2 hereof) all of Lender's rights, title, and interests in the Trademark Collateral.

Section 2. Representations. The Lender hereby represents to the Borrower that the Lender has not assigned its interest in the Trademark Collateral and that the Lender has all due authority to enter into this Agreement and perform its terms.

Section 3. Binding Effects; Benefits. This Agreement shall be binding upon the Lender and its successors and assigns, and shall inure to the benefit of the Borrower and its successors and assigns.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, the Lender has caused this agreement to be duly executed by its authorized officer or agent as of May 25, 2000.

FLEET CAPITAL CORPORATION

By: N - Locke J.

Title: NORRIS C. LOCKE
Vice President

Attest: 

Title: Vice President

STATE OF Georgia)
) ss.:
COUNTY OF Cobb)

On this 25th day of May, 2000, before me personally came Norris C. Locke to me known, who, being by me duly sworn, did depose and say that he is Vice President of Fleet Capital Corporation, the Rhode Island corporation described herein and which executed the foregoing instrument.

[NOTARIAL SEAL]

Monica J. Brasington
Notary Public

Notary Public, Cobb County, Georgia.
My Commission Expires July 30, 2002.

My commission expires: _____

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Filing</u>
Atlas 96	1,283,336	06-26-84
Calais	1,694,470	06-16-92
Colonnade	1,310,094	12-18-84
Flanders	1,308,087	12-04-84
Glastique	1,669,519	12-24-91
Samoa	1,644,448	05-14-91
Tontine (Cl.24)	124,137	01-14-19
Tontine (TMDA)	38073	07-04-75
Triglas	1,654,359	08-20-91
April Showers	1,660,877	10-15-91
VyGlas	Ser. No. 74/391,793	05-18-93
GlasTex	Ser. No. 74/391,971	05-18-93