

10-13-2000

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027



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

101487112

WRD
9.26.00

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 Change of Name
- Other
 - Effective Date
Month Day Year

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/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.)

FOR OFFICE USE ONLY

10/13/2000 MYMAIL 00000005 75370654

01 FC:401
02 FC:402

40.00 JP
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 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: 2154 FRAME: 0863

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" value="75/761,407"/>	<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"/>	<input type="text"/>

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

9/20/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF FINANCING DOCUMENTS

This ASSIGNMENT OF FINANCING DOCUMENTS (the "Assignment") is entered into as of September 15, 2000, by and between FLEET NATIONAL BANK, a national banking association, with an office at One Federal Street, Boston, Massachusetts 02110 (the "Assignor") and FLEET CAPITAL CORPORATION, a Rhode Island corporation, with an office at One Federal Street, Boston, Massachusetts 02110 (the "Assignee").

Reference is hereby made to those agreements, documents, instruments, certificates and other writings which are described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Financing Documents"), and which evidence, secure or otherwise relate to certain loans and other financial accommodations made by the Assignor to and for the benefit of FIBER COMPOSITES, LLC, a Delaware limited liability company (the "Borrower").

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, assigns, grants and conveys unto the Assignee all of the rights, title and interests of the Assignor in and under the Financing Documents, all without recourse and without any representations or warranties (whether expressed or implied) of any kind.

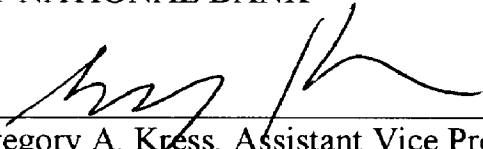
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Financing Documents as an instrument under their respective seals as of the date first written above.

WITNESS:

FLEET NATIONAL BANK

Name:

By: 

Gregory A. Kress, Assistant Vice President

WITNESS:

FLEET CAPITAL CORPORATION

Name:

By: 

Gregory A. Kress, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

September 19, 2000

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

Patricia Goodwin

Notary Public

Patricia Goodwin

Print Name of Notary

My Commission Expires: 11/2/01

[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

September 19, 2000

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

Patricia Goodwin

Notary Public

Patricia Goodwin

Print Name of Notary

My Commission Expires: 11/2/01

[AFFIX NOTARIAL SEAL]

ASSIGNMENT OF FINANCING DOCUMENTS

by and between

FLEET NATIONAL BANK
(the "Assignor")

and

FLEET CAPITAL CORPORATION
(the "Assignee")

FINANCING DOCUMENTS

Exhibit A

As used in the above-noted Assignment of Financing Documents, the term "Financing Documents" means and includes the following promissory notes, agreements, financing statements, documents, instruments and other writings, as the same may be amended, modified, substituted, extended or restated, from time to time:

1. a certain Credit Agreement, dated as of August 31, 1999, by and between the FIBER COMPOSITES, LLC, a Delaware limited liability company (the "Borrower") and the Assignor;

2. a certain Revolving Credit Note, dated as of August 31, 1999, from the Borrower, made payable to the order of the Assignor, in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00);

3. a certain Tranche A Equipment Credit Note, dated as of August 31, 1999, from the Borrower, made payable to the order of the Assignor, in the original principal amount of Four Million and 00/100 Dollars (\$4,000,000.00);

4. a certain Tranche B Equipment Credit Note, dated as of August 31, 1999, from the Borrower, made payable to the order of the Assignor, in the original principal amount of Four Million and 00/100 Dollars (\$4,000,000.00);

5. a certain Security Agreement-All Assets, dated as of August 31, 1999, by and between the Borrower and the Assignor;

6. a certain Security Agreement (Trademarks), dated as of August 31, 1999, by and between the Borrower and the Assignor, which relates to certain federally-registered trademarks of the Borrower;

7. a certain Collateral Assignment of Lease, dated as of August 31, 1999, from the Borrower in favor of the Assignor;

8. a certain Landlord's Waiver and Agreement, dated as of August 31, 1999, by American Circuit Breaker Corporation, a New York corporation and the Assignor;

9. a certain Assignment of Policy as Collateral Security, dated as of September 8, 1999, from the Borrower in favor of the Assignor;

10. a certain Subordination Agreement, dated as of August 31, 1999, by and among the Borrower, the Assignor and The 1818 Mezzanine Fund, L.P., a Delaware limited partnership;

11. a certain Subordination Agreement, dated as of August 31, 1999, by and among the Borrower, the Assignor and BB&S Acquisition Corp., a Rhode Island corporation; and

12. all other documents, instruments, certificates (including without limitation, certificates of title), financing statements, assignments, promissory notes, guaranties, pledge agreements, security agreements, and other written agreements described or referred to in, or otherwise executed and delivered by the Borrower or any other person to the Assignor in connection with any of the foregoing agreements or the financing arrangement contemplated thereby.

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