

10-25-2000



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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

☐ Change of Name

☐ Other

Effective Date
Month Day Year

7 7 00

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Vytech Industries, Incorporated

Execution Date
Month Day Year

7 7 00

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 SunTrust Bank

DBA/KA/TA

Composed of

Address (line 1) 303 Peachtree Street

Address (line 2) 3rd Floor

Address (line 3) Atlanta

City

GA/USA

State/Country

30308

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

Georgia

FOR OFFICE USE ONLY

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: 002161 FRAME: 0064

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="1,283,336"/>	<input type="text" value="1,694,470"/>	<input type="text" value="1,660,377"/>
<input type="text" value="1,308,087"/>	<input type="text" value="124,137"/>	<input type="text" value="2,006,490"/>
<input type="text" value="1,310,094"/>	<input type="text" value="1,654,359"/>	<input type="text" value="2,301,463"/>

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.)

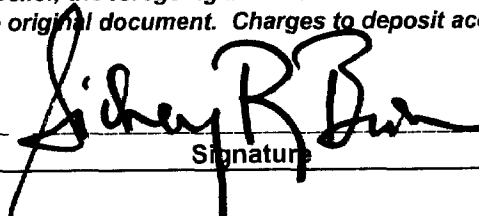
Deposit Account Number: #

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.

Sidney R. Brown
Name of Person Signing


Signature

October 10, 2000
Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), made effective as of July 7, 2000 by and between VYTECH INDUSTRIES, INCORPORATED, a Delaware corporation, having a place of business at Pearman Dairy Road, Anderson, South Carolina 29623 (the "Borrower"), and SUNTRUST BANK, a Georgia corporation having a place of business at 303 Peachtree Street, Atlanta, Georgia 30308, as agent for itself, the other lenders from time to time party to the "Credit Agreement" (defined below), the "Arranger" and the "Issuer" (as such terms are defined in the Credit Agreement) ("Agent").

WITNESSETH:

WHEREAS, the Borrower is obligated to the Lenders, the Issuer and the Arranger pursuant to a Credit and Security Agreement dated of even date herewith by and among the Borrower, the Agent, and the Lenders parties thereto from time to time (as amended or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein without definition have the meanings set forth in the Credit Agreement);

WHEREAS, the Agent acts as agent for itself, the Lenders, the Issuer and the Arranger pursuant to the Credit Agreement;

WHEREAS, the Borrower is the owner of certain trademarks and service marks more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Borrower's business symbolized and represented by such trademarks and service marks (herein collectively the "Trademark Collateral"); and

WHEREAS, the Lenders will from time to time make loans, advances and other extensions of credit to the Borrower pursuant to the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. The Borrower hereby pledges and mortgages to the Agent, for the ratable benefit of the Agent, the Lenders, the Issuer and the Arranger, and grants to the Agent, for the ratable benefit of the Agent, the Lenders, the Issuer and the Arranger, a security interest in, all of its right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the payments and performances when due of all of the "Obligations" (as defined in the Credit Agreement).

2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Borrower continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and

performance in full of all of the Obligations and the termination of the Credit Agreement, the security interest of the Agent in the Trademark Collateral shall be released and thereafter the Agent shall no longer have any interest therein.

3. The Borrower will pay all filing fees with respect to the security interest created hereby that the Agent may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. The Borrower represents and warrants that the Borrower lawfully possesses and owns the Trademark Collateral and that, except for the security interest in favor of the Agent granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Borrower has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; that the Trademark Collateral is and will continue to be, in all respects, in full force and effect; and that the Borrower has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Agent.

5. If an Event of Default shall be in existence under the Credit Agreement, then the Borrower shall be in default hereunder and the Agent shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The Agent shall give the Borrower reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Borrower shown herein at least 10 days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of the Agent, during the existence of any default by the Borrower, the Agent shall thereupon have the immediate right to transfer to itself, the Lenders or any one of them, or to sell, assign and transfer to any other person:

A. all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together with the goodwill of the Borrower's business symbolized and associated with such trademarks and service marks; and

B. ownership of the Borrower's entire inventory of labels and decals not then affixed to its products and ownership of the right to operate and control the business under the marks specified in the Schedule.

A formal irrevocable power of attorney is being executed and delivered by the Borrower to the Agent concurrently with the execution of this Agreement to enable such rights to be carried out. The Borrower agrees that, in the event the Agent exercises said power in accordance with its terms, after written notification of such exercise from the Agent to the Borrower, unless the Agent shall otherwise consent, the Borrower shall never thereafter, without the written authorization of the owner or owners of the trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely similar thereto,

on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Agent shall be applied to the Obligations in the order provided in the Credit Agreement.

7. The Borrower shall execute and deliver to the Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Agent, the Lenders, the Issuer or the Arranger.

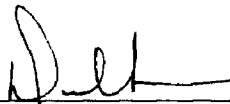
8. The Borrower shall defend at its own cost and expense any action, claims or proceeding affecting the Trademark Collateral or the interest of the Agent or the Lenders therein. The Borrower shall reimburse the Agent or the Lenders for all costs and expenses incurred by the Agent or the Lenders in defending any such action, claim or proceeding.

9. This Agreement shall be in addition to all other present and future instruments, documents and agreements between the Borrower and the Agent; it shall not be deemed to affect, modify or limit any of the same or any rights of the Agent thereunder, and all of the Agent's rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that, in the event of default, the Agent shall have no obligation to marshal any assets presently or hereafter pledged to the Agent or the Lenders by the Borrower, whether under this Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

11. The Borrower agrees that the validity, interpretation and enforcement of the Agreement and all rights hereunder shall be governed by the internal laws of the State of Georgia and not its laws of conflicts of laws.

**VYTECH INDUSTRIES,
INCORPORATED**

By: 
Title: Executive Vice President

SUNTRUST BANK, as Agent

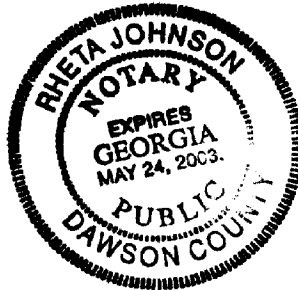
By: Kim L. Willis
Title: Vice President

STATE OF Georgia)
COUNTY of Dawson) SS

On September 1, 2000, before me, the undersigned, a notary public in and for said State, personally appeared DAVID MEER, known to me to be the EVP of Vytech Industries, Incorporated, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Rheta Johnson
Notary Public




STATE OF [GEORGIA])

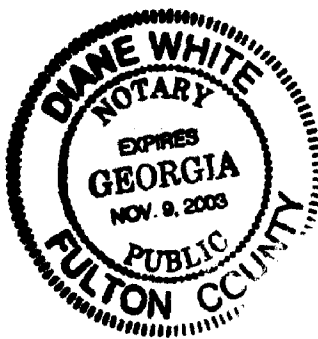
) SS

COUNTY of [FULTON])

On September 12, 2000, before me, the undersigned, a notary public in and for said State, personally appeared Kim A. Willis, known to me to be a Vice President of SunTrust Bank, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.


Notary Public



**SCHEDULE TO THE TRADEMARK SECURITY AGREEMENT
BETWEEN
VYTECH INDUSTRIES, INCORPORATED
AND
SUNTRUST BANK, AS AGENT**

U.S. REGISTERED TRADEMARKS

Trademark	Registration Numbers	Date of Registration	Date of Renewal
Atlas 96	1,283,336	6/26/1984	6/26/2004
Flanders	1,308,087	12/4/1984	12/4/2004
Collonnade	1,310,094	12/18/1984	12/18/2004
Calais	1,694,470	6/16/1992	6/16/2002
Tontine	124,137	1/14/1919	1/14/2009
Triglas	1,654,359	8/20/1991	8/20/2001
April Showers	1,660,877	10/15/1991	10/15/2001
Glastex	2,006,490	10/8/1996	10/8/2006
Atlas Ultra V	2,301,463	12/21/1999	12/21/2009

IRREVOCABLE POWER OF ATTORNEY

VYTECH INDUSTRIES, INCORPORATED, a Delaware corporation (the "Borrower"), hereby grants to SUNTRUST BANK, a Georgia banking corporation, as Agent for the benefit of certain lenders and other persons ("Agent"), the exclusive Irrevocable Power of Attorney to transfer to Agent or to any designee of Agent all trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on the Schedule attached to that certain Trademark Security Agreement dated as of July 7, 2000, between the Borrower and Agent ("Trademark Security Agreement") (a copy of which is attached hereto) together with the goodwill of the business therein and the Borrower's entire inventory of labels and decals bearing such marks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those marks under the following terms and conditions:

1. the Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Borrower to the Lenders and other persons for which Agent is acting as agent is outstanding;

2. the Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. the Power of Attorney granted herein shall only be exercisable by Agent following the occurrence of a default as provided in that the Trademark Security Agreement; and

4. Agent shall give the Borrower five (5) days' prior written notice of the exercise of this power, and the waiver by Agent or any particular default referred to in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of Agent. Even then such waiver shall not constitute or be considered a waiver of any other default or event of default then existing or thereafter arising, whether similar or not.

IN WITNESS WHEREOF, the Borrower has caused this Power of Attorney to be executed effective as of July 7, 2000.

**VYTECH INDUSTRIES,
INCORPORATED**

By: [Signature]
Title: Executive Vice President

STATE OF Georgia)
COUNTY OF Dawson) SS

On Sept 21, 02, before me, the undersigned, a notary public in and for said State, personally appeared DAVID MECK known to me to be the EVP of Vytech Industries, Incorporated, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Rheta Johnson
Notary Public



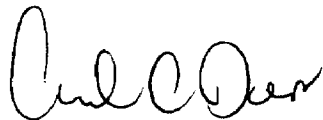
**SCHEDULE TO THE IRREVOCABLE POWER OF ATTORNEY
FROM
VYTECH INDUSTRIES, INCORPORATED
TO
SUNTRUST BANK, AS AGENT**

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

Trademark	Registration Numbers	Date of Registration	Date of Renewal
Atlas 96	1,283,336	6/26/1984	6/26/2004
Flanders	1,308,087	12/4/1984	12/4/2004
Collonnade	1,310,094	12/18/1984	12/18/2004
Calais	1,694,470	6/16/1992	6/16/2002
Tontine	124,137	1/14/1919	1/14/2009
Triglas	1,654,359	8/20/1991	8/20/2001
April Showers	1,660,877	10/15/1991	10/15/2001
Glastex	2,006,490	10/8/1996	10/8/2006
Atlas Ultra V	2,301,463	12/21/1999	12/21/2009

I certify that this correspondence is being deposited with the United States Postal Service by Express Mail Post Office to Addressee, No. EL689065338US. In an envelope addressed to Box Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on October 10, 2000.

By: _____



Camille Caine Duerr

I certify that this correspondence is being deposited with the United States Postal Service by Express Mail Post Office to Addressee, No. EL689065338US. In an envelope addressed to Box Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on October 10, 2000.

By: 
Camille Caine Duerr