

12-22-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



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

*Handwritten:* K.M.W.  
11.9.00

### 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### 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

Mark if additional names of receiving parties attached

Name

DBA/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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.)

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40.00 OP  
25.00 OP

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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: 002198 FRAME: 0177

**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" value="1276208"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>            | <input type="text"/> | <input type="text"/> | <input type="text" value="1032679"/> | <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.

**Gregg J. Lallier**

Name of Person Signing

Signature

6/20/00

Date Signed

## LICENSE AGREEMENT

**THIS AGREEMENT** is made effective this 24<sup>th</sup> day of September, 2000, by and between **BROWNELL & COMPANY, INCORPORATED**, a corporation organized and existing under the laws of the State of Connecticut, (the "Licensor"), and **COATS AMERICAN, INC.**, a corporation organized and existing under the laws of the State of New Jersey, (the "Licensee").

### WITNESSETH:

**WHEREAS**, Licensee and its successors in interest heretofore have used the marks TY EZ and TYTITE in block letter form or other graphic design (the "Marks") on and in connection with twine and cord products and products having a substantially similar performance capability or result (the "Goods");

**WHEREAS**, Licensor has received from Licensee an assignment of the Marks and the goodwill of the business symbolized thereby, as well as the registrations thereof in the United States Patent and Trademark Office, Registration Numbers 1,276,208 and 1,032,679; and

**WHEREAS**, Licensee desires to continue use the Marks with respect to such Goods and the business conducted by Licensee with respect to such Goods, and Licensor is willing to permit such use of the Marks by Licensee upon the terms and under the conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged by Licensor, and intending to be legally bound, the parties hereby agree as follows:

(1) Licensor hereby grants to Licensee a perpetual, royalty-free license to use the Marks on and in connection with the Goods in all countries and jurisdictions in respect of which Licensor enjoys rights in the marks (the "Territory"), but only so long as the Goods are manufactured, marketed and sold by Licensee in accordance with the terms hereof. This license is exclusive to Licensee with the exception of Licensor's own use of the Marks.

(2) Licensee warrants and agrees that it will manufacture, market and sell the Goods in accordance with such standards as are hereinafter prescribed by Licensor to Licensee, and that Licensee will not depart from such prescribed standards without Licensor's advance written permission. Licensor acknowledges that it has inspected and reviewed Licensee's use of the Marks and the standard of quality heretofore applied by Licensee for its manufacture and sale of the Goods, and that Licensee's current usage of the Marks and standards of quality for manufacture and sale of the Goods meets Licensor's standards for nature and quality of use and is approved by and satisfactory to Licensor. Licensor hereby adopts same as the acceptable and prescribed standard for nature and quality of use of the Marks and for manufacture and sale of the Goods under this Agreement.

(3) Licensor reserves the right to control all things and acts related to or involving the use of the Marks by Licensee, and Licensee specifically recognizes, now and for the future, Licensor's rights and title in and to the Marks and will not at any time do, omit, or suffer to be done or omitted, any act or thing which may impair the trademark rights of Licensor. Licensee agrees that it will not contest or assist any other party in contesting the validity of or Licensor's ownership of the Marks. Licensee shall not in any manner represent that it has any ownership in the Marks, and Licensee acknowledges that use of the Marks will not create in the Licensee's favor any right, title or interest in and to the Marks. Licensee acknowledges and agrees that all use of the Marks by Licensee will inure entirely to the benefit of Licensor. Licensee will cooperate with Licensor in the execution, filing and prosecution of any trademark or service mark applications regarding or containing the Marks which Licensor may desire to file at Licensor's expense, as well as in the filing of any maintenance documents in connection with any registrations of the Marks, and for that purpose, Licensee agrees to supply to Licensor from time to time such specimens, samples or other materials bearing or pertaining to the Marks as may reasonably be requested by Licensor.

(4) Licensee will permit Licensor or its authorized representatives to conduct such inspections, at reasonable intervals during regular business hours and upon reasonable notice, as may be deemed reasonably necessary by Licensor to verify Licensee's compliance with Paragraphs 2 and 3 hereof. Licensee agrees to submit samples of the Goods and the advertisements, displays, sales and promotional literature, labeling and packaging for the Goods and other materials bearing the Marks to Licensor from time to time at its reasonable request for the purpose of determining compliance with Paragraphs 2 and 3 hereof. In that regard, Licensee agrees to promptly notify Licensor of any new Goods manufactured or sold by it from time to time so that Licensor may request samples thereof for inspection by Licensor as it elects.

(5) The license herein granted is not intended to be and will not be construed as an assignment, in part or in whole, of any trademark rights of Licensor.

(6) The present license is personal to the parties and may not be assigned by either party, nor may Licensee sublicense use of the Marks to others, without the prior express written consent of the other party, and any attempt by either party to do so in breach of these provisions will be void and of no force or effect.

(7) Unless earlier terminated as hereinafter provided, this Agreement will continue in full force and effect, without a limitation of period; provided, however, that if Licensee makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudicated in any legal proceeding to be bankrupt, then this Agreement will immediately and automatically terminate without any notice or other action by either party unless such termination is otherwise prohibited under relevant Bankruptcy Codes or similar law.

(8) In the event of a breach of this Agreement by either party, the non-breaching party may, in addition to any other remedies that it may have, terminate this Agreement upon sixty (60) days prior written notice to the breaching party specifying such breach, unless within the period between the giving of such notice and the specified date of termination all breaches specified therein shall have been remedied.

(9) In the event of a termination of this Agreement:

(a) Licensor may forthwith take the necessary steps to cancel any recording of Licensee as a registered user or licensee which may have been effected in any Patent and Trademark Office or equivalent agency; and such Patent and Trademark Office or equivalent agency is hereby authorized by Licensee to cancel such recording at the sole request of the Licensor; and

(b) Except as set forth in Paragraph 9(d) below, Licensee will immediately cease and desist from all use of the Marks, or any mark, name or sign of which the Marks form a part; and

(c) Licensee will dispose of any and all moulds, plates, prints and other materials used to apply the Marks to the Goods as Licensor may direct; and

(d) Licensee will have no further rights to manufacture, distribute or sell any Goods which bear the Marks, and will deliver up to Licensor, or its duly authorized representatives, all documents, goods and materials of any and every kind upon which the Marks appear, with the exception of Goods bearing the Marks which are on hand or in process at the date of termination. For a period of six (6) months following the date of termination of this Agreement, and after Licensee reports to Licensor in writing the total number of Goods bearing the Marks which are on hand or in process on such date of termination (the "Inventory"), Licensee may dispose of such Inventory in the ordinary course of Licensee's business, consistent with past custom and practice, including quality and quantity of Goods, pricing structure and frequency of sale, and provided Licensee does not engage in any unreasonable commercial conduct in disposing of the Inventory and does not alter the Inventory in any way. At the expiration of such six (6) month period, Licensee will have no further rights to distribute, sell or otherwise dispose of the Inventory and shall return to Licensor any remaining Inventory on hand at such date.

(10) Without Licensor's prior written consent, Licensee, either directly or indirectly, will not during the term of this Agreement or at any time thereafter adopt, use, register or attempt to register any name, word, mark, design or logo which is confusingly similar to any of the Marks or which incorporates any of the Marks.

(11) Licensee will promptly notify Licensor of any apparent infringement, dilution or other unauthorized use of the Marks which comes to the attention of Licensee and any infringement or similar third party claims based on Licensee's use of the Marks as soon as any such use or claim may come to Licensee's attention. Licensor has the sole right and discretion, at its cost and expense, to initiate and control any claim, action or proceeding to obtain relief from any unauthorized use of the Marks and to defend its rights in the Marks and Licensee's right to use the Marks pursuant to this Agreement, and to take such other action which Licensor deems necessary or desirable to protect or defend the Marks. At the request and expense of Licensor, Licensee agrees to cooperate with Licensor in any enforcement or defense action or reasonable effort which Licensor may take to protect and defend the Marks as set forth above.

(12) Licensee hereby assumes all responsibility for and agrees to indemnify Licensor and hold it harmless from and against any and all claims and arising out of or relating to the manufacture, advertising, and sale of Goods under the Marks.

(13) This Agreement does not constitute and shall not be construed as constituting or creating a partnership, joint venture, agency or any other similar arrangement between Licensor and Licensee or as making either party an agent or representative of the other. Neither party shall have the right or authority to assume or create obligations on behalf of the other with respect to any third party, and neither party shall take any action which has the effect of creating the appearance of its having such right or authority.

(14) All notices or other communications must be in writing and will be deemed duly given one (1) day after delivery by facsimile, provided that an original or a copy of the notice is deposited in the United States mail, first-class postage prepaid and addressed to the other party as set forth below; or three (3) days after deposit thereof in the United States mail, certified mail, return receipt requested and postage prepaid, addressed to the other party as follows:

If to Licensor:           Brownell & Company, Incorporated  
429 East Haddam-Moodus Road  
Moodus, CT 06469  
Attention: President  
FAX: (860) 873-1944

If to Licensee:           Coats American, Inc.  
Two LakePointe Plaza  
4135 South Stream Boulevard  
Charlotte, NC 28217  
Attention: President  
FAX: (704) 329-5970

Either party may change its address, telefax number or other information for notice by giving written notice to the other party in the same manner provided in this section; provided,

however, that notice of any address change will not be effective until actually received by the other party.

(15) No waiver of the breach of any covenant, term or condition hereof will be deemed to be a waiver of such covenant, term or condition or any other covenant, term or condition or of any subsequent breach, whether of the same or a different nature, and the exercise by either party of any remedy provided hereunder will not prevent such party from pursuing any other remedy, and all rights and remedies may be exercised and continued concurrently or separately.

(16) This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut and the United States, including the trademark laws. The parties hereby submit to the jurisdiction and venue of the United States District Court for the State of Connecticut to resolve any and all issues that may relate to this Agreement or based on any use by Licensee of the Marks.

(17) If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and the remaining provisions of this Agreement will not be affected, impaired or invalidated and will be valid and enforceable.

(18) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees.

(19) This instrument contains the entire agreement of the parties and replaces any prior written or oral agreement relating to the subject matter hereof. No modification hereof will be valid unless in writing and signed by the parties hereto with the same formalities as this instrument.

(20) This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the date first above written.

**BROWNELL & COMPANY, INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

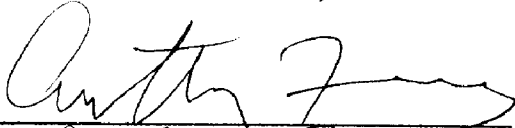
**COATS AMERICAN, INC.**

By: Alan W. DeMello  
Name: ALAN W. DEMELLO  
Title: ASSISTANT SECRETARY  
Dated: SEPTEMBER 29, 2000



IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the date first above written.

**BROWNELL & COMPANY, INCORPORATED**

By:   
Name: ANTHONY FERRARE  
Title: President  
Dated: Oct 2, 2000

**COATS AMERICAN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_