

12/11/00



12-28-2000

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U.S. Patent & TMOfo/TM Mail Rept Dt. #28



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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  
02171999

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Camac Corporation

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Virginia

#### Receiving Party

Mark if additional names of receiving parties attached

Name SD Fibers Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 14401 Industrial Park Road

Address (line 2) \_\_\_\_\_

Address (line 3) Bristol Virginia 24203-8930  
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.)

FOR OFFICE USE ONLY

40,700-50,700

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: 002201 FRAME: 0001

**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)**

**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

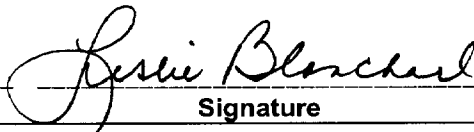
No

**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.

Leslie S. Blanchard, Esq.

Name of Person Signing



Signature

12-5-00

Date Signed



12-11-2000

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #26

## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of the 14<sup>th</sup> day of February, 1999, by and between **CAMAC CORPORATION**, a Virginia corporation ("Assignor") and **SD FIBERS CORPORATION**, a Delaware corporation ("Assignee") (with each of Assignor and Assignee referred to individually as a "party" or collectively as the "parties").

### RECITALS

**WHEREAS**, the parties have entered into a certain Asset Purchase Agreement (the "Purchase Agreement") dated February 17, 1999, pursuant to which Assignee has purchased certain assets of the Business (as defined therein);

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor is required to assign to Assignee certain trademarks and tradenames used solely by the Business on the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the premises and the mutual promises and covenants hereinafter exchanged, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby conveys, transfers, assigns and delivers unto Assignee and its successors and assigns forever, all the right, title, interest and claims of Assignor, in, to, relating to and arising under the trademarks and tradenames listed on Exhibit A hereto and incorporated herein by reference (collectively, the "Assigned Marks"), together with the good will of the Business symbolized by the Assigned Marks.
2. Right of Assignee to Register. Assignee shall have all rights of ownership in the Assigned Marks and shall be permitted to make filings for registration or re-registration, as the case may be, of the Assigned Marks on its own behalf, in its own name and at its own expense.
3. No Right of Assignor to Register. Assignor agrees not to use nor attempt to register any mark confusingly similar to the Assigned Marks in connection with any goods or services in any jurisdiction throughout the world.
4. Rights Unencumbered. To the best of Assignor's knowledge, neither the grant of rights this Agreement purports to effectuate, nor the exercise and enjoyment of said rights by Assignee, will (i) violate any material agreement, commitment, grant, judgment or order to which

Assignor or any of its affiliates is a party; (ii) contravene any law or regulation applicable to Assignor; or (iii) adversely affect or endanger the validity or goodwill of the Assigned Marks.

5. Waivers and Amendments. All amendments and other modifications hereof shall be in writing and signed by each of the parties hereto.

6. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

7. Mutual Drafting Acknowledgment. This Agreement is the result of the joint efforts of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and their counsel, and there shall be no construction against any party based upon any presumption of that party's involvement in the drafting hereof.

8. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter herein.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10. Notices. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (i) personally delivered; (i) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (iii) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to CAMAC CORPORATION:

CAMAC Corporation  
14401 Industrial Park Road  
Bristol, Virginia 24203

Attention: President  
Telephone: (540) 669-1161  
Facsimile: (540) 669-3304

with copies to:

White & Case LLP  
1155 Avenue of the Americas  
New York, NY 10036

Attention: John M. Reiss, Esq.  
Telephone: (212) 819-8247  
Facsimile: (212) 354-8113

(b) If to SD FIBERS CORPORATION:

SD FIBERS Corporation  
230 East High Street  
Charlottesville, Virginia 22902

Attention: Mr. Edward T. Harvey, Jr.  
Telephone: (804) 979-9340  
Facsimile: (804) 973-1145

with copies to:

White & Case LLP  
1155 Avenue of the Americas  
New York, NY 10036

Attention: John M. Reiss, Esq.  
Telephone: (212) 819-8247  
Facsimile: (212) 354-8113

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered on the day transmitted unless it is received after 5:00 p.m., New York time, or on a day which is not a business day, in which case it shall be deemed delivered on the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section 10.

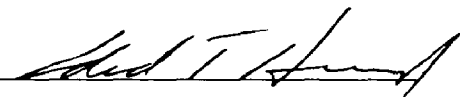
11. Severability. If any provisions of this Agreement are invalid, illegal or incapable of being enforced due to the action of a rule of law or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

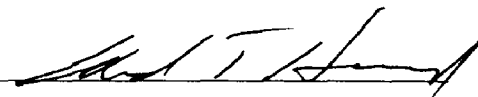
12. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN WITH RESPECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREUNDER).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by an authorized representative as of the day and year first written above.

**CAMAC CORPORATION**

**SD FIBERS CORPORATION**

By 

By 

Name Edward T. Harvey, Jr.

Name Edward T. Harvey, Jr.

Title Vice President

Title Vice President

ASSIGNED MARKS:

TITLE	COUNTRY	REG. NO.
"UNYSILIQUE"	U.S.	1,800,812
"AMERYSILIQUE"	U.S.	1,800,813
"AMERICOLOR"	U.S.	1,739,063