

01-02-2001

12.21.00



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

### 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  
11 21 2000

#### Conveying Party

Mark if additional names of conveying parties attached

Name CHASE MANHATTAN BANK Execution Date  
Month Day Year  
11 21 2000

Formerly \_\_\_\_\_ 2082468

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other a New York banking corporation
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

#### Receiving Party

Mark if additional names of receiving parties attached

Name Annin & Co., Inc.

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

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

Address (line 1) One Annin Drive

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

Address (line 3) Roseland City NJ State/Country 07068 Zip Code

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

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.)

01/02/2001 DNGUYEN 00000249 2082468

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
750.00 DP

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: 002203 FRAME: 0174

**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.

Elizabeth A. Grzywacz, Esq.

12-19-2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional 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**

Enter Additional 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

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 the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**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)**

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2082468	1172352	237330
521143	2285069	526122
523123	1630903	1354160
1630117	523983	823740
823684	823739	

## ASSIGNMENT OF PATENTS AND TRADEMARKS

**WHEREAS**, the Chase Manhattan Bank, a New York banking corporation ("Chase"), and Annin & Co., Inc. a New Jersey corporation ("Annin") have entered into an agreement entitled "Assignment and License of Patents and Trademarks" (the "Assignment") which was recorded on March 14, 2000 in the United States Patent and Trademark Office on Reel 2051, Frame 0836 (the "Assignment") as attached hereto as Exhibit A;

**WHEREAS**, by virtue said Assignment, Annin assigned to Chase certain of Annin's rights with respect to the Collateral (as hereinafter defined), the rights assigned to Chase and the specified Collateral both being set forth in detail in said Assignment; and

**WHEREAS**, Annin desires to re-acquire all rights it had in the Collateral which were assigned to Chase pursuant to the Assignment and Chase is willing to assign such rights to Annin.

**NOW, THEREFORE**, in consideration of \$10 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Chase and Annin agree as follows:

1) Chase assigns, grants and conveys to Annin all rights in the Collateral as set forth in the Assignment which it received from Annin pursuant to the Assignment. Chase understands that it retains no rights with respect to the Collateral as of the date it signs this Agreement.

2) The Collateral includes certain Intellectual Property as set forth in the Assignment in Section 2, sub-sections (a)-(h), inclusive, and identified in Schedule A attached thereto. Such intellectual property includes :

a) All Patents;

b) All Patent Licenses;

c) All proceeds and products of each Patent and Patent License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Patent or Patent License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world;

d) All Trademarks;

e) All Trademark License;

f) All of the good will of the business connected with the use of, and symbolized by, each Trademark and Trademark License;

g) All products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by Assignor against third parties for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark; and

h) All proceed of any and all of the foregoing,

wherein the terms Patents, Patents Licenses, Trademarks and Trademark Licenses are defined in the Assignment.

3) Chase hereby covenants that:

a) It possesses all of the right, title and interest to the Collateral which was assigned, granted and conveyed by Annin under the Assignment and, as of the date it signs this Agreement, it has not granted and is not obligated itself to grant, any of such right, title and interest with respect to the Collateral to any of its affiliated companies or to third parties;

b) It has not granted any license for the use of the Collateral, including all Intellectual Property therein and has not provided any notice or communication to any of its affiliated companies or to any third party alleging or claiming use of all or any portion of the Collateral, including all or any portion of the intellectual property therein;

c) It has full right to convey the entire interest in the Collateral to Annin; and

d) It has not executed, and will not execute, any agreements inconsistent herewith.

4) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns permitted under this Agreement.

**[Signature page to follow]**

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized officers of Assignor as of the 21<sup>st</sup> day of November, 2000.

ANNIN & CO., INC.

By: John N Dennis  
Name: JOHN N. DENNIS  
Title: President

THE CHASE MANHATTAN BANK

By: [Signature]  
Name: Sandra BVW Braun  
Title: VP

**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY :  
  :SS  
COUNTY OF ESSEX         :

Before me, the undersigned, an attorney of the State of New Jersey, on this 21<sup>st</sup> day of November, 2000, personally appeared SANDRA BVW BRAUN, known to me personally, and who, being by me duly sworn, deposes and says that he is the V. P. of The Chase Manhattan Bank and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said Sandra BVW Braun acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Name: \_\_\_\_\_

Attorney at Law  
State of New Jersey

#287534 v2  
102023-37831

TRADEMARK  
REEL: 002203 FRAME: 0179

# Exhibit A

## Assignment and License of Patents and Trademarks

#287534 v2  
102023-37831

**TRADEMARK**  
**REEL: 002203 FRAME: 0180**

**ASSIGNMENT AND  
LICENSE OF PATENTS AND TRADEMARKS**

THIS ASSIGNMENT AND LICENSE OF PATENTS AND TRADEMARKS (hereinafter referred to as the "Agreement"), dated as of February \_\_, 2000, by and between ANNIN & CO., INC., a New Jersey corporation (successor by merger to Dettra Flag Company, Inc.) with its principal place of business at One Annin Drive, Roseland, New Jersey 07068 (hereinafter referred to as the "Borrower"), and THE CHASE MANHATTAN BANK (hereinafter referred to as the "Secured Party").

WITNESSETH.

WHEREAS, the Borrower and the Secured Party are parties to a Loan and Security Agreement, dated as of June 3, 1998, as amended pursuant to a First Amendment to the Loan and Security Agreement dated as of August 1, 1998, and a Second Amendment to the Loan and Security Agreement ("Second Amendment") of even date herewith, as the same may be amended, modified or supplemented from time to time (collectively the "Loan and Security Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Secured Party to the Borrower;

WHEREAS, pursuant to the Loan and Security Agreement, the Borrower had previously granted to Secured Party a security interest in its trademarks, patents and other general intangibles;

WHEREAS, Borrower is the successor by merger to Dettra Flag Company, Inc. ("Dettra") and is the owner of all assets of Dettra, including without limitation, the Collateral described in this Agreement that had been owned by Dettra; and

WHEREAS, in order to induce the Secured Party to enter into the Second Amendment and to better secure its interest in the Borrower's trademarks and patents, the Borrower has agreed to assign and convey the Collateral (as hereafter defined) to secure the Secured Party's obligations under the Loan and Security Agreement.

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Secured obligations (as defined below), the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Loan and Security Agreement. The following additional terms, as used herein, shall have the following respective meanings:

"Patent and Trademark Office" means the United States Patents and Trademarks Office.



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D.F. MOORE CRAIG, ESQ

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"Patent License" means all agreements, whether written or oral, providing for the grant to or by the Borrower of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any referred to in Schedule A hereto.

"Patents" means all patents and patent applications described on Schedule A hereto, including without limitation, the inventions and improvements described and/or claimed therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations in part thereof and any United States and foreign patents that may issue thereon for the United States and all other countries.

"Secured Obligations" means all obligations of the Borrower to the Secured Party, whether currently existing or hereafter incurred or created, including, without limitation, (a) all principal of and interest (including, without limitation, any interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower) on any advance to the Borrower under, or the Revolving Note or Term Note issued by the Borrower pursuant to, the Loan and Security Agreement; (b) all other "Obligations" (as defined in the Loan and Security Agreement); (c) all other amounts payable by the Borrower hereunder; and (d) any renewals or extensions of any of the foregoing.

"Trademark License" means all agreements, whether written or oral, now or hereafter in existence, providing for the grant to or by the Borrower of any right to use any Trademark, including, without limitation, the agreements described in Schedule A hereto.

"Trademarks" means all of the following: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress and other designations, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule A hereto, and all reissues, extensions or renewals thereof.

2. Assignment. As collateral security for the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses that may be incurred by the Secured Party in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Borrower hereby assigns, grants

and conveys to the Secured Party all of the Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

(a) all Patents;

(b) all Patent Licenses;

(c) all proceeds and products of each Patent and Patent License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Patent or Patent License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (clauses (a) through (c), collectively the "Patent Collateral");

(d) all Trademarks;

(e) all Trademark Licenses;

(f) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License;

(g) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark (clauses (d) through (g) collectively, the "Trademark Collateral"); and

(h) all proceeds of any and all of the foregoing.

3. Representations and Warranties. As an inducement to the Secured Party to enter into this Agreement, the Borrower makes the following representations and warranties:

(a) Schedule A sets forth a complete and correct list of all Patents, Patent Licenses, Trademarks, and Trademark Licenses in which the Borrower has any right, title or interest.

(b) The Borrower is the sole beneficial and record owner of the Collateral, and no Lien exists or will exist upon any Collateral at any time except for the assignment and security interest in favor of the Secured Party provided for herein, which assignment and security interest constitutes a first priority perfected security interest in all of the Collateral

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D.F. MOORE CRAIG, ESQ

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(c) Except pursuant to Patent Licenses and Trademark Licenses entered into by the Borrower in the ordinary course of business, all of which are listed in Schedule A, the Borrower owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Patents and Trademarks listed on Schedule A, and all registrations listed on Schedule A are valid and in full force and effect.

(d) (i) There is no violation by others of any right of the Borrower with respect to any Patent, Patent License, Trademark or Trademark License listed on Schedule A, (ii) the Borrower is not infringing in any respect upon any Patent or Trademark of any other Person, and (iii) no proceedings have been instituted or are pending against the Borrower, or to the Borrower's knowledge, threatened, alleging any such violation.

(e) There has been no decision adverse to the Borrower's claim of ownership of the Trademarks or to its right to register any of the Trademarks, or to keep and maintain any Trademarks on the Principal Register of the Patent and Trademark Office, and there is no proceeding involving said rights threatened or pending in the Patent and Trademark Office or in any Court.

The Borrower agrees that it will at its expense forever warrant and, at the Secured Party's request, defend the Collateral from any and all claims and demands of any other Person and that it will not grant, create or permit to exist any Lien upon the Collateral in favor of any other Person. The Borrower hereby agrees to pay, indemnify, and hold the Secured Party harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements or any kind or nature whatsoever with respect to the Collateral, including without limitation, claims of patent or trademark infringement, provided that the Borrower shall have no obligation hereunder with respect to such indemnification arising from the Secured Party's gross negligence or willful misconduct.

#### 4. License to the Borrower.

(a) Subject to the full and faithful performance of the terms of the Loan and Security Agreement and this Agreement, the Secured Party hereby grants to the Borrower the exclusive, nontransferable right and license (a) under the Patents and all Patent Licenses where the Borrower is the licensee, to make, have made for it, use and sell the inventions disclosed and claimed in the Patents, and (b) to use the Trademarks on and in connection with the goods and services sold by the Borrower, in each case for the Borrower's own benefit and account and for none other; provided that each such right and license shall terminate immediately upon notice to such effect from the Secured Party following the occurrence and during the continuance of an Event of Default (as defined in the Loan and Security Agreement). The Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Borrower in this Section 4, without the prior written consent of the Secured Party.

(b) During the term of the license granted in this Agreement the Borrower shall employ the Patents and Trademarks in the same or similar manner as it has in the past, and shall employ the appropriate notice of such Patents and Trademarks in connection with

the works for which such Patents and Trademarks were granted. The Borrower agrees to use its best ability to maintain the Patents and the registrations of the Trademarks listed on Schedule A hereto in full force and effect by taking any action that it believes necessary, through attorneys of its choice, all at its expense. In the event that any Patent or Trademark is infringed by a third party, so as to have a material adverse effect thereon, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Patent and Trademark Office, the Borrower shall promptly notify the Secured Party and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral. In the event that the Borrower refuses or fails to sue any such third party for infringement, the Secured Party may sue for Infringement at the Secured Party's expense and in such event the Secured Party shall be entitled to recover and retain all damages awarded therefrom. The Borrower shall not assign this Agreement or any rights in the Collateral or the material protected thereby without the prior written approval of the Secured Party and such attempted assignment shall be void ab initio.

5. Continuing Liability. The Borrower hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Secured Party hereunder to observe and perform all the conditions and obligations to be observed and performed by the Borrower thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Secured Party shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Secured Party or the receipt by the Secured Party of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6. New Patents and Trademarks. If, before the Secured Obligations shall have been satisfied in full, the Borrower shall (a) obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent listed on Schedule A or any improvement on any such Patent, or (b) obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and the Borrower shall give to the Secured Party prompt notice thereof in writing hereof, and, with respect to which any registration or application for registration is filed in the Patent and Trademark Office of any similar office of any State or any County, shall execute and deliver, and file with the Patent and Trademark Office or such other office, a modification of this Agreement amending Schedule A hereto to include such new Patent(s) or Trademark(s) thereon. The Borrower shall have the duty in good faith to prosecute diligently any application for registration of any Trademark and any Patent application for any Patent pending as of the date of this Agreement or thereafter until the Secured Obligations have been paid in full and to preserve and maintain all rights in the Patents and the Trademarks. Any expenses incurred in connection with such applications shall be borne by the

Borrower. The Borrower shall not in good faith abandon any right to file a Trademark registration application or a Patent application, shall not allow any pending application to go abandoned, and shall not forego any right to protect and enforce rights to the Patents, without the consent of the Secured Party. Notwithstanding the foregoing, the Borrower hereby irrevocably appoints the Secured Party its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Agreement on behalf of the Borrower amending Schedule A hereto to include such new Patent or Trademark.

7. Remedies. If an Event of Default under the Loan and Security Agreement has occurred and is continuing the Secured Party may cancel and revoke the license and rights granted herein to the Borrower and may exercise, in addition to all other rights and remedies granted to it in this Agreement and the Loan and Security Agreement, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the Borrower expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or place of any public or private sale) to or upon the Borrower or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale of sales, at any exchange, broker's board or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale for sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral.

8. Grant of License to Use Intangibles. For the purpose of enabling the Secured Party to exercise rights and remedies under Section 7 hereof at such time as the Secured Party, without regard to this Section 8, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Borrower hereby grants to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Borrower) to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by the Borrower, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

9. Power of Attorney.

(a) The Borrower hereby irrevocably appoints the Secured Party its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Borrower, the Secured Party, or otherwise, for the sole use and benefit of the Secured Party, but at the Borrower's expense, to exercise (to the extent permitted

by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

- (i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;
- (ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;
- (iii) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Secured Party were the absolute owner thereof; and
- (iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

(b) Power of Attorney. The Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party thirty (30) originals of a "Power of Attorney" in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(c) Other Documents. In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to this Section, the Secured Party may at any time execute and deliver on behalf of the Borrower, pursuant to the authority granted in the Power of Attorney described in the preceding paragraph hereof, one or more instruments of assignment of the Collateral (and applications, letters patent and recordings relating thereto), in form suitable for filing, recording or registration. The Borrower agrees to pay when due all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and attorneys' fees.

(d) Application of Proceeds; Deficiency. Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation to, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as Secured Party may in its sole discretion determine. The Borrower and any guarantors of the Secured Obligations shall remain liable to Assignee for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and the Borrower will pay Secured Party on demand any such unpaid amount, together with interest at the note rate.

(e) Trade Secrets. In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an

Event of Default under any of the Secured Obligations, the Borrower shall supply to Secured Party or its designee, the Borrower's knowledge and expertise relating to the manufacture and sale of the products according to the patented and unpatented inventions, the Borrower's customer lists and other records relating to the manufacture and distribution of said products.

10. Notices. All notices under this Agreement shall be in writing, and shall be given and shall be effective in accordance with the Loan and Security Agreement.

11. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. No Waiver. Cumulative Remedies. The Secured Party shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

13. Waivers. Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

14. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of the Secured Party and its successors and assigns, and nothing herein or in the Loan and Security Agreement or any other Loan Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Loan and Security Agreement or any other Loan Document.

16. Termination and Reassignment. The Secured Party agrees that upon the payment in full and satisfaction of all the Secured Obligations, the assignments and security

interests created by this Agreement and any proceeds thereof or distributions in respect thereof shall be released, and the Secured Party will execute all such documents as may be reasonably requested by the Borrower to release such security interests and to terminate such assignment, but without any representation or warranty on behalf of the Secured Party.

17. Further Assurances. The Borrower and the Secured Party agree to execute, acknowledge and deliver all further instruments and documents and take all such further action or to comply with any applicable Federal or State laws that may be necessary or appropriate in order to carry out the intentions and purposes of this Assignment of Patents and Trademarks.

18. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA.

19. WAIVER OF JURY TRIAL. THE COMPANY AND SECURED PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO REQUEST A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ANNIN & CO., INC.

By: C Lee Beard  
Name: C. Lee Beard  
Title: Co-President

THE CHASE MANHATTAN BANK

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

Schedule A

PATENTS:

<u>U.S. Patent No.</u>	<u>Date</u>	<u>Name of Inventor/ Title of Invention</u>
- NONE -		

PATENT APPLICATION:

- NONE -

<u>Patent Serial No.</u>	<u>Date</u>	<u>Name of Inventor/ Title of Invention</u>

PATENT LICENSES:

[Provide All Pertinent Information]

- NONE -

TRADEMARKS:

<u>Mark</u>	<u>Registration No.</u>	<u>Goods/Services</u>
SEE ATTACHED SCHEDULE A		

TRADEMARK APPLICATIONS:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods/Services</u>
- NONE -		

TRADEMARK LICENSES:

- NONE -

**SCHEDULE**  
**OF**  
**ANNIN & CO., INC.**  
**TRADEMARKS**

<u>Trademark</u>	<u>Country</u>	<u>Class #</u>	<u>Registration #</u>	<u>Filing/Renewal Date</u>	<u>Expiration Date</u>
1. EMPIRE BRAND	US	24	1,003,761	February 4, 1995	February 4, 2005
2. DEFLANCE	US	24	104,313	May 18, 1995	May 18, 2005
3. RELANCE	US	24	105,775	August 17, 1995	August 17, 2005

**Names being re-registered as of August 2000**

- ✓ 1. Nyl-Glo
- ✓ 2. Tough-TEX
- ✓ 3. Colonial Nyl-Glo
- 4. Annin
- ✓ 5. Nyl-Brite
- ✓ 6. Nyl-Glo Colorfast
- ✓ 7. Tough-TEX Colorfast

**Dettra Flag Company, Inc.**

Trademark Report by Mark

Printed: 03/03/2000

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due</i>							
<b>AMERI-GLOSS</b>							
UNITED STATES	3124	04/03/1990	74/045,568	12/25/1990	1,629,225	REGISTERED	24
	<i>12/25/2000 AFFIDAVIT W/RENEWAL</i>						
<b>BULLDOG</b>							
UNITED STATES	T00663US0	08/17/1956	72/014,134	06/18/1957	647,167	REGISTERED	24
	<i>06/18/2007 AFFIDAVIT W/RENEWAL</i>						
UNITED STATES	T00663US1	05/18/1964	72/193,638	01/19/1965	783,774	REGISTERED	20,24
	<i>01/19/2005 AFFIDAVIT W/RENEWAL</i>						
<b>CHAMPION</b>							
UNITED STATES	T00602US0	06/02/1981	73/312,853	08/16/1983	1,248,401	REGISTERED	24
	<i>08/16/2003 AFFIDAVIT W/RENEWAL</i>						
<b>D DETTRA</b>							
UNITED STATES	T00062US0	12/04/1989	74/007,740	09/03/1991	1,655,578	REGISTERED	24,20
	<i>09/03/2001 AFFIDAVIT W/RENEWAL</i>						
<b>D-BRITE</b>							
UNITED STATES	T01965US0	02/03/1998	75/428,320	02/16/1999	2,224,306	REGISTERED	24
	<i>02/16/2005 AFFIDAVIT OF USE</i>						
<b>D-BRITE &amp; Design</b>							
UNITED STATES	T00006US0	03/27/1996	75/079,231			ABANDONED	24
<b>DET-GLO</b>							
UNITED STATES	T00005US0	03/27/1996	75/079,230	07/22/1997	2,082,468	REGISTERED	24
	<i>07/22/2003 AFFIDAVIT OF USE</i>						
<b>DETCO</b>							
UNITED STATES	T00462US0	04/28/1980	73/260,089	10/06/1981	1,172,352	REGISTERED	24
	<i>10/06/2001 AFFIDAVIT W/RENEWAL</i>						
<b>DETTRA FLAG PRODUCTS AND DESIGN</b>							
UNITED STATES	T00782US0	04/26/1927	71/247,990	01/10/1928	237,330	REGISTERED	20,24
	<i>01/10/2008 AFFIDAVIT W/RENEWAL</i>						
<b>DURA-LITE</b>							
UNITED STATES	T00362US0	11/29/1947	71/542,748	02/21/1950	521,143	REGISTERED	24
	<i>02/21/2000 AFFIDAVIT W/RENEWAL</i>						

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Next Action Due**EVER-WAVE**

UNITED STATES	T02203US0	07/02/1998	75/512,778	10/12/1999	2,285,069	REGISTERED	24
	10/12/2005 AFFIDAVIT OF USE						

**EVERWEAR**

UNITED STATES	T00364US0	02/08/1949	71/573,474	06/06/1950	526,122	REGISTERED	24
	06/06/2000 AFFIDAVIT W/RENEWAL						

**GLORY-GLOSS**

UNITED STATES	T01089US0	02/08/1949	71/573,475	06/06/1950	523,123	ABANDONED	24
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**HI-FLI**

UNITED STATES	3124-US	04/03/1990	74/045,395	01/08/1991	1,630,903	REGISTERED	24
	01/08/2001 AFFIDAVIT W/RENEWAL						

**LUSTRO**

UNITED STATES	T00698US0	01/29/1985	73/519,776	08/13/1985	1,354,160	REGISTERED	24
	08/13/2005 AFFIDAVIT W/RENEWAL						

**POLYWEAR**

UNITED STATES	T01964US0	04/03/1990	74/045,394	01/01/1991	1,630,117	REGISTERED	24
	01/01/2001 AFFIDAVIT W/RENEWAL						

**ROYAL-OAKS**

UNITED STATES	T00363US0	02/11/1949	71/573,710	04/11/1950	523,983	REGISTERED	24
	04/11/2000 AFFIDAVIT W/RENEWAL						

**SENTRY**

UNITED STATES	T00755US0	05/09/1966	72/245,172	02/07/1967	823,740	REGISTERED	20
	02/07/2007 AFFIDAVIT W/RENEWAL						

UNITED STATES	T00755US1	05/09/1966	72/245,173	02/07/1967	823,684	ABANDONED	24
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**SENTRY & DESIGN**

UNITED STATES	T00756US0	05/09/1966	72/245,171	02/07/1967	823,739	REGISTERED	24
	02/07/2007 AFFIDAVIT W/RENEWAL						

END OF REPORT

TOTAL ITEMS SELECTED = 21

11.15/2000 03:58 973-800-0686

D.F.MOORE CRAIG, ESO

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[Form of filing letter]

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Commissioner of Patents and Trademarks  
Washington, D.C. 20231  
Pat. Assignment Branch

Re: Recordation of Assignment by Amin & Co., Inc.

Ladies and Gentlemen:

Enclosed please find for recordation a Assignment and License of Patents and Trademarks (see Schedule A attached thereto for registration numbers) to The Chase Manhattan Bank

The address of assignee is:

380 Madison Avenue  
New York, New York 10017

A check in the amount of \_\_\_\_\_ made payable to the Commissioner of Patents and Trademarks is submitted herewith.

Please return the recorded Assignments to the undersigned at the above address.

Very truly yours,