

03-02-2001



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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

#### Conveying Party

Mark if additional names of conveying parties

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/AKA/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.)

03/01/2001 GT0N11 00000131 75917240

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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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: 002242 FRAME: 0791

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75917240"/>	<input type="text" value="75870773"/>	<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="0317229"/>	<input type="text" value="1118794"/>	<input type="text" value="1691281"/>
<input type="text" value="1865683"/>	<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.

Gwendolyn L. Gill

1/31/01

Name of Person Signing

Signature

Date Signed

Schedule 1  
to Trademark  
Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>
ACE-SIL	317,229	71-351790
FLEX-SIL	1,118,794	73-173432
MICRO-SIL	1,691,281	74-460480
MICROPOR-SIL	1,865,683	74-479634

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>
CELLFORCE	75-917,240
MAGNUM-SIL	75-870,773

TRADEMARK LICENSES

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>
A AMERACE	998,109	72-457,680
AMERACE	876,406	72-301,297

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REEL: 002242 FRAME: 0793

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of October 6, 2000 by MICROPOROUS PRODUCTS, L.P., a limited partnership organized under the laws of Delaware ("Grantor"), and FIRST UNION NATIONAL BANK, as administrative agent (the "Administrative Agent") for the Lenders under the Credit Agreement referred to below.

WHEREAS, the Grantor owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to an Amended and Restated Credit Agreement (as amended, restated and otherwise modified, the "Credit Agreement") of even date herewith among the Grantor, as Borrower, the Subsidiary Guarantors party thereto, such Lenders party thereto (collectively, the "Lenders"), the Administrative Agent and PNC Bank, National Association, as Documentation Agent, the Lenders have agreed to extend certain Loans to the Grantor according to the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement of even date herewith (as said Agreement may be amended, restated or otherwise modified from time to time, the "Security Agreement;" all capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Security Agreement), between the Grantor and the Administrative Agent, the Grantor has granted to the Administrative Agent for the ratable benefit of itself and the Lenders a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Administrative Agent for the ratable benefit of itself and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired in order to secure the Obligations referred to herein:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademark licenses, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark license.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its duly authorized officer thereunto as of the day of year first above written.

MICROPOROUS PRODUCTS, L.P.

By: MPI Acquisition Corp., its general partner

By: Stephen Gross  
Name: Stephen Gross  
Title: CFO

[Signature Pages Continue]

Agreed and Accepted as of the  
2<sup>nd</sup> day of Oct, 2000.

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By: Barbara A. Adams

Name: Barbara A. Adams

Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
REEL: 002242 FRAME: 0797

ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Sullivan

I, Carole H. Carter, a Notary Public for said County and State, do hereby certify that Stephen Gross personally appeared before me this day and stated that (s)he is CFO of MPI Acquisition Corp., general partner of Microporous Products, L.P. and acknowledged, on behalf of Microporous Products, L.P., the due execution of the foregoing instrument.

Witness my hand and official seal, this 28<sup>th</sup> day of Sept., 2000.

Carole H. Carter  
Notary Public

My commission expires:

4-23-01