

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

04-30-2001



101693643

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



12-22-00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

RE 4.11.01

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

Amendment, Acknowledgment & Confirmation of Collateral Assignment

Effective Date
Month Day Year

Conveying Party



Mark if additional names of conveying parties attached

Name Wood-Mode, Incorporated

Execution Date
Month Day Year
12 20 2000

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 First Union National Bank, as Agent

DBA/AKA/TA

Composed of

Address (line 1) 12th Floor, Widener Bldg.

Address (line 2) One South Penn Square

Address (line 3) Philadelphia

PA

19107

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 Assignment.)



Corporation



Association



Other banking association



Citizenship/State of Incorporation/Organization

01/02/2001 DNGUYEN 00000427 1639117

FOR OFFICE USE ONLY

01 FC:441
02 FC:442

40.00 OP
150.00 OP

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: 002283 FRAME: 0071

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

215-977-2586

Name

Carol A. Rader, Paralegal

Address (line 1)

Wolf, Block, Schorr & Solis-Cohen

Address (line 2)

1550 Arch Street, 24th Floor

Address (line 3)

Philadelphia, PA 19103

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)

1639117	0635925	1524521
0966048	1147190	0646505
0968913		

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

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

☐

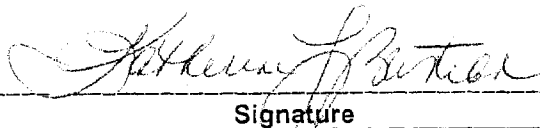
No

☐

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.

Katherine F. Bastian, Esq.



12-21-2000

Name of Person Signing

Signature

Date Signed

**AMENDMENT, ACKNOWLEDGMENT AND
CONFIRMATION OF COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS (this "Amendment") is made the 20th day of December, 2000, by and between WOOD-MODE, INCORPORATED ("Pledgor"), and FIRST UNION NATIONAL BANK, as Agent ("Agent").

BACKGROUND

A. As security for certain obligations of Pledgor and Susquehanna Associates, Inc. ("SAI"), Pledgor executed and delivered to Agent that certain Collateral Assignment of Patents, Trademarks, Licenses and Copyrights (the "**Collateral Assignment**") dated October 29, 1998 and recorded in the United States Trademark Office on November 5, 1998 at Reel 1810, Frame 0534.

B. Pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith (the "**Amended and Restated Loan Agreement**") among Agent, the Lenders from time to time parties thereto, Pledgor, SAI and Wood-Mode Holding Company, Inc., the credit facilities originally secured by the Collateral Assignment have been amended and restated to provide for a (i) revolving line of credit in the maximum principal amount of up to Fifteen Million Dollars (\$15,000,000.00) ("**Amended and Restated Revolver**"); and (ii) term loan in the original principal amount of Twenty-Seven Million Nine Hundred Thousand Dollars (\$27,900,000.00) (the "**Amended and Restated Term Loan**").

C. Pledgor and Agent desire to confirm that the Collateral Assignment secures, *inter alia*, all obligations of Pledgor to Lenders under and in connection with the Amended and Restated Loan Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Loan Agreement.** The definition of "**Loan Agreement**" contained in the Background Paragraph of the Collateral Assignment is hereby amended to specifically include, without limitation, the Amended and Restated Loan Agreement, as the same may be amended from time to time; and all references in the Collateral Assignment to the "**Loan Documents**" shall expressly include, without limitation, the Amended and Restated Loan Agreement.

2. **Loans.** The references to the "**Revolver**" in the Collateral Assignment shall refer to the Amended and Restated Revolver and all references to the "**Term Loan**" in the Collateral Assignment shall be deemed to refer to the Amended and Restated Term Loan.

3. **Lender Indebtedness.** The definition of "**Lender Indebtedness**" contained in **Section 1** of the Collateral Assignment is hereby amended to specifically include, without limitation, all obligations under and in connection with the Amended and Restated Loan Agreement and all other Lender Indebtedness as defined in the Amended and Restated Loan Agreement.

4. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Collateral Assignment, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all Lender Indebtedness (as defined in the Amended and Restated Loan Agreement).

5. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Assignor and shall inure to the benefit of the successors and assigns of Agent.

6. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

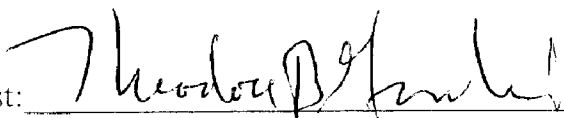
8. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, Acknowledgment and Confirmation of Collateral Assignment of Patents, Trademarks, Licenses and Copyrights the day and year first above written.

WOOD-MODE, INCORPORATED

By: 

Robert L. Gronlund, Chief Executive Officer

Attest: 

Theodore B. Gronlund, Secretary

FIRST UNION NATIONAL BANK, as Agent

By: 

Thomas M. Harper, Vice President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

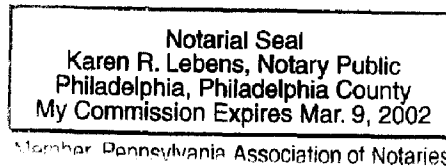
On this, the 20th day of December, 2000, before me, a Notary Public, personally appeared **Robert L. Gronlund**, who acknowledged himself to be Chief Executive Officer of Wood-Mode, Incorporated, a Pennsylvania corporation, that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My commission expires



COMMONWEALTH OF PENNSYLVANIA

:

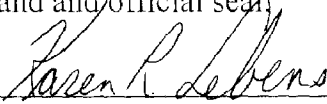
: SS.

COUNTY OF PHILADELPHIA

:

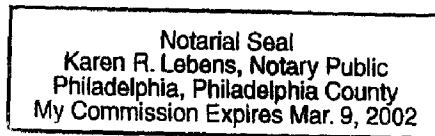
On this, the 20th day of December, 2000, before me, a Notary Public, personally appeared **Thomas M. Harper**, who acknowledged himself to be a Vice President of First Union National Bank, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the bank himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal,



Notary Public

My commission expires:



Member, Pennsylvania Association of Notaries