

09-24-2001



D

Form (Rev. 1

101852574

ION FORM COVER SHEET REMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Varn International, Inc. as Successor to Varn Products Co., Inc.

09/14/01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Texas Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amendment to Amended & Restated Patent & TM Security Agreement

Execution Date: June 29, 2001

2. Name and address of receiving party

Name: Bank One, NA, as Successor Administrative Agent

Internal

Address:

Street Address: 40 N. Main Street

City: Dayton State: OH Zip: 45402

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/537, 379

B. Trademark Registration No.(s) 1, 329, 244

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David R. Haarz

Internal Address: Dickinson Wright PLLC

Suite 800

Street Address: 1901 L Street, N.W.

City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

David R. Haarz

Name of Person Signing

Signature of David R. Haarz

September 14, 2001 Date

10

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/21/2001 LNWELLER 00000207 75537379

01 FC:481 02 FC:482

40.00 OP 225.00 OP

Refund Ref: 09/21/2001 LNWELLER 0000110104

CHECK Refund Total: \$25.00

List of Additional Trademark Registration Numbers
Varn International, Inc., as Successor to Varn Products Co., Inc.

- 1,329,131
 - 1,331,489
 - 1,394,569
 - 1,661,335
- 1,649,863
 - 2,350,394
 - 2,079,248
 - 2,179,560

DC 7-3499 72658

**AMENDMENT TO AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT TO AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2001, 2001, is made between DAY INTERNATIONAL, INC., a Delaware corporation, ^{OVARN}OVARN PRODUCTS CO., INC., a Texas corporation and GRAPH TECH INC., an Ohio corporation (together, the "Grantors") in favor of BANK ONE, NA, a national banking association ("Bank One"), whose address is 40 North Main Street, Dayton, OH 45402, assignee of SOCIETE GENERALE, resigning Administrative Agent, and successor Administrative Agent for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Senior Secured Credit Agreement dated as of October 19, 1999, (as the same may be amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement") among SG Cowen Securities Corporation, as advisor and arranger (in such capacity, the "Arranger"), the successor Administrative Agent, the Lenders, and Day International Group, Inc. References to this Amended and Restated Patent and Trademark Security Agreement shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument. References to this "Amendment" shall mean this instrument. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

RECITALS

A. Grantors executed that certain Amended and Restated Patent and Trademark Security Agreement (the "Agreement") dated as of October 19, 1999.

B. Grantors and successor Administrative Agent have agreed to modify the Agreement as provided herein in accordance with the terms of that Agency Assignment Agreement dated June 29, 2001 entered into by and among Day International Group, Inc., Societe Generale as resigning Administrative Agent and Bank One, NA, in its capacity as successor Administrative Agent.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein, the parties, intending to be legally bound, hereby agree as follows:

① and *OVARN INTERNATIONAL, INC., SUCCESSOR TO*

1. Amendment to Amended and Restated Patent and Trademark Security Agreement. The Agreement is hereby amended to reflect the resignation of Societe Generale as Administrative Agent and its replacement in such capacity by Bank One, NA as successor Administrative Agent under the Credit Agreement, as amended, and pursuant to the terms of the Agency Assignment Agreement dated as of June 29, 2001 as follows:

a. The introductory paragraph to the Agreement is hereby amended by deleting "SOCIETE GENERALE", and substituting "BANK ONE, NA", in place thereof.

b. All references in the Agreement to Administrative Agent are henceforth deemed to be references to Bank One, NA, as Beneficiary.

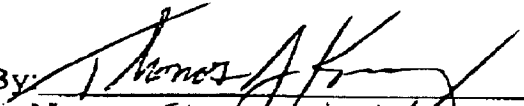
2. Ratification. Except as set forth herein, the Agreement remains unmodified and in full force and effect.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


[Space intended]

This Amendment has been duly executed by the undersigned on the date first above written.

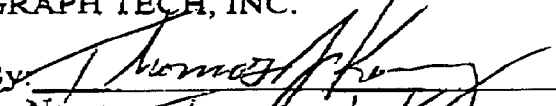
DAY INTERNATIONAL, INC.

By: 
Name: THOMAS J. KOENIG
Title: VICE PRESIDENT & CFO

VARN INTERNATIONAL, INC., SUCCESSOR TO
VARN PRODUCTS CO., INC., a Texas
corporation

By: 
Name: THOMAS J. KOENIG
Title: VICE PRESIDENT & CFO

VARN INTERNATIONAL, INC., SUCCESSOR TO
GRAPH TECH, INC.

By: 
Name: THOMAS J. KOENIG
Title: VICE PRESIDENT & CFO

BANK ONE, NA

By: DBal
Name: DAVID BAUS
Title: Director

STATE OF OHIO)
 : SS
COUNTY OF MONTGOMERY)

On the 9th of AUGUST, 2001, before me personally came THOMAS J. KOENIG, to me known, who, being by me duly sworn, did depose and say that he resides at 130 W. 2nd St. Dayton, OH 45402 and that he is the VICE PRESIDENT & CEO of DAY INTERNATIONAL, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Kimberly L. Smith
Notary Public STATE OF OHIO
My commission expires 3/5/2003

KIMBERLY L. SMITH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires March 5, 2003

STATE OF OHIO)
 : SS
COUNTY OF MONTGOMERY)

On the 9th of August, 2001, before me personally came THOMAS J. KOENIG, to me known, who, being by me duly sworn, did depose and say that he resides at 130 W. 2nd St. Dayton, OH 45022 and that he is the VICE PRESIDENT & CFO of VARN PRODUCTS CO., INC., a Texas corporation, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Kimberly L. Smith
Notary Public STATE OF OHIO
My commission expires 3/5/2003

KIMBERLY L. SMITH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires March 5, 2003

STATE OF OHIO)
 : SS
COUNTY OF MONTGOMERY)

On the 9th of AUGUST, 2001, before me personally came Thomas L. KOENIG to me known, who, being by me duly sworn, did depose and say that he resides at 1900 W. 2nd St. Dayton, OH 4540 and that he is the President of the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Kimberly L. Smith
Notary Public / STATE OF OHIO
My commission expires 3/5/2003

KIMBERLY L. SMITH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires March 5, 2003

STATE OF Michigan)
) : SS
COUNTY OF Wayne)

THE FOREGOING INSTRUMENT was acknowledged before me this 30th day of August, 2001 by David Bales, the Director of BANK ONE, NA, a national banking association, as Agent, on behalf of said association.

Sheryl A Lopez
Notary Public for Wayne County
My Commission expires 7-3-03

SHERYL A. LOPEZ
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES JUL 3, 2003

DETROIT 7-14-01 401120