FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

12-05-2001

101911312

Docket No.: 014951/0305

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): 11-26-01

BANK OF AMERICA, N.A.
(SUCCESSOR-IN-INTEREST TO NATIONSBANK, N.A.)

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other NATIONAL BANKING ASSOCIATION

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: BURKE INDUSTRIES, INC.

Internal Address:

Street Address: 13767 FREEWAY DRIVE

City: SANTA FE SPRINGS State: CA ZIP: 90670

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State CALIFORNIA
- ☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other RELEASE OF SECURITY INTEREST

Execution Date: NOVEMBER 15, 2001

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

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers ☒ Yes ☐ No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 919 THIRD AVENUE

City: NEW YORK, State: NY ZIP: 10022

6. Total number of applications and registrations involved:..... 15

7. Total fee (37 CFR 3.41):.....$ $390.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP -500675

DO NOT USE THIS SPACE

12/04/2001 LMUELLER 00000134 500675 75274047

01 FC:481 40.00 CH
02 FC:482 350.00 CH

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.

PAUL A. JUERGENSEN — Name of Person Signing

Signature

NOVEMBER 27, 2001 — Date

Total number of pages including cover sheet, attachments, and 5

TRADEMARK

REEL: 002402 FRAME: 0726

SCHEDULE A

MARK	REGISTRATION NO.
BURKEEMERGE	75/274,047
SURETITE	717,890
ARGONAUT	867,442
BURKE INDUSTRIES	1,063,868
BURKEBASE	1,339,210
ROULEAU	1,518,089
VAC-Q-ROOF	1,737,636
DOCKSIDERS & Design	1,372,591
MAXXI-TREAD	1,355,586
MERCER FRICTION GRIP	861,475
MERCER & Design	1,810,789
MIRROR-FINISH	1,782,795
RUBBERLYTE	1,524,506
RUBBERMYTE	1,651,500
UNICOLOR	1,829,424

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RELEASE OF SECURITY INTEREST
(Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks)(the "Release") is made and effective as of the date indicated below and is granted by **BANK OF AMERICA, N.A.** (successor-in-interest to NationsBank, N.A.), as Agent ("Releasor"), in favor of **BURKE INDUSTRIES, INC.**, a California corporation and **MERCER PRODUCTS COMPANY, INC.**, a New Jersey corporation (hereinafter collectively, "Releasees").

WHEREAS, Releasees and Releasor entered into that certain Loan and Security Agreement dated as of August 20, 1997, as amended, replaced, superseded or otherwise modified from time to time (the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, each Releasee executed that certain Assignment for Security (Trademarks) dated as of August 20, 1997 and April 21, 1998, respectively (each of the foregoing agreements are hereinafter collectively referred to as the "Security Agreement") in favor of Releasor, pursuant to which Releasees granted to Releasor a continuing security interest in all of Releasees' right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(i) trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks including, without limitation, the trademarks specifically identified on Schedule A hereto;

(ii) licenses of the foregoing, whether as licensee or licensor;

(iii) renewals thereof;

(iv) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;

(v) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;

(vi) all rights corresponding to any of the foregoing throughout the world; and

(vii) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1647/Frame 0039 on October 20, 1997; Reel 1650/Frame 0937 on November 5, 1997 (as corrected at Reel 1700/Frame 0719); and Reel 1759/Frame 0813 on July 21, 1998.

WHEREAS, Releasees have requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed pursuant to the Security Agreement; and

WHEREAS, Releasor is willing to release and discharge fully its security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, and Releasor reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasees. Releasor further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or their agents or designees) reasonably request in order to confirm this Release and Releasees' right, title and interest in and to the Trademark Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 15 day of November 2001.

BANK OF AMERICA, N.A., as Agent

By: _____

Name: John P. Holloway

Title: S.V.P.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Georgia

COUNTY OF Fulton ss.:

On this 15th day of November 2001, before me, the undersigned, personally appeared John P. Holloway, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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[NOTARY SEAL]

Notary Public, Gwinnett County, Georgia
My Commission Expires May 05, 2004

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