4-2-02

04-02-2002

102039242

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

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):
SP Division-NMC, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☑ Other Limited Liability Company

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

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank
Internal Address: Advanced Alloy Div. Account Officer
Street Address: 395 North Service Road
City: Melville State: NY Zip: 11747

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State New York
☐ Other

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other
Execution Date: 02/05/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A
B. Trademark Registration No.(s) 740, 557 & 1, 684, 693 & 1, 695, 782 & 1, 602, 851

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cullen and Dykman LLP
Internal Address: ATTN: John J. Bishar, Jr., Esq
Street Address: Garden City Center
100 Quentin Roosevelt Boulevard
City: Garden City State: NY Zip: 11530-4850

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 140.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
N/A

DO NOT USE THIS SPACE

9. Signature.

John J. Bishar, Jr.
Name of Person Signing

Signature

March 27, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

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

04/02/2002 GTON11 00000067 740557
01 FC:481 40.00 OP
02 FC:482 100.00 OP

ADDITIONAL TRADEMARK REGISTRATION NUMBER

1, 602, 850

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is entered into as of this 5th day of February, 2002, between **SP DIVISION-NMC, LLC**, a Florida limited liability company having its principal place of business at 14427 NW 60th Avenue, Miami Lakes, Florida 33014 (the "Assignor") and **JPMORGAN CHASE BANK** (the "Bank").

WHEREAS:

A. The Assignor, certain Guarantors and the Bank have entered into that certain Loan Agreement, dated as of February 5, 2002 (as such may be amended, restated, refinanced, replaced, renewed, modified or otherwise supplemented from time to time, the "Loan Agreement");

B. The obligations of the Assignor to the Bank are to be secured pursuant to this Agreement and a certain Security Agreement of even date herewith from the Assignor to Bank (the "Security Agreement"); and

C. The Assignor wishes to grant further collateral security and assurance to the Bank in order to secure the performance by Assignor of the Obligations (as defined herein), and to that effect Assignor agrees to collaterally assign to the Bank certain tradenames and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. As used in this Agreement, the following term shall have the following meaning:

"Obligations" shall mean any and all present and future liabilities and obligations of Assignor to Bank, including, without limitation, those under or in connection with the Loan Agreement and the Loan Documents (as defined in the Loan Agreement) and all documents executed in connection therewith, whether incurred by Assignor as principal or guarantor or otherwise, and whether due or to become due, secured or unsecured, absolute or contingent, joint or several, direct or indirect (including participations or any interest of Bank in obligations of Assignor to others), acquired outright, conditionally or as collateral security by Bank from another, liquidated or unliquidated, arising by operation of law or otherwise, together with all fees and expenses incurred in collecting any or all of the items specified in this definition or enforcing or exercising any rights under any of the Loan

Documents, including all fees and expenses of Bank's counsel and of any experts and agents which may be paid or incurred by Bank in collecting any such items or enforcing or exercising any such rights.

2. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to the Bank a continuing security interest in and to the trademarks and trademark applications and tradenames and tradename applications listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), claims for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and all trademarks and applications for trademarks and all tradenames and applications for tradenames of Assignor hereafter filed or acquired, together with all goodwill associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively called the "Collateral" or the "Trademarks").

3. This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademarks 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.

(THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK)

4. Assignor authorizes the Bank to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 2 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SP DIVISION-NMC, LLC
By Advanced Alloy Division/
NMC, Corp.

By: _____
Name: Joseph Anscher
Title: President

JPMORGAN CHASE BANK

By: _____
Name: John T. Murray
Title: Vice President

TRADEMARK
REEL: 002473 FRAME: 0241

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 5th day of February, in the year 2002 before me, the undersigned, a notary public in and for said State, personally appeared Joseph Anscher, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lois von Buelow

Notary Public

LOIS VON BUELOW
Notary Public, State of New York
No. 5002511
Qualified in Nassau County
Commission Expires October 5, 20 02

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 5th day of February, in the year 2002 before me, the undersigned, a notary public in and for said State, personally appeared John T. Murray, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lois von Buelow

Notary Public

LOIS VON BUELOW
Notary Public, State of New York
No. 5002511
Qualified in Nassau County
Commission Expires October 5, 20 02

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations		
Mark	**Reg. No./Applic. Ser. No.**	**Class**
A. U.S.		
1. Hetero-Cavity	Fed. Reg. No. 740,557	-----
2. Hetero-Cavity	Fed. Reg. No. 1,684,693	40
3. Hetero-Cavity	Fed. Reg. No. 1,695,782	9, 11, 12, 19, 20
4. Miscellaneous Design	Fed. Reg. No. 1,602,851	37
5. Security Plastics, Inc.	Fed. Reg. No. 1,602,850	37