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102078065

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

1. Name of conveying party(ies):

WT Acquisition, Inc.

4.29.02

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☒ Other correction of Nature of  
conveyance recorded at reel/  
frame 0906/0268

Execution Date: August 24, 1992

2. Name and address of receiving party(ies)

Name: Creditanstalt-Bankverein

Internal  
Address: \_\_\_\_\_

Street Address: 245 Park Avenue

City: New York State: NY Zip: 10167

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State \_\_\_\_\_  
☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,195,768 1,195,769

Additional number(s) attached ☐ Yes ☒ No

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

Name: John Gary Maynard, III

Internal Address: Hunton & Williams

Riverfront Plaza, East Tower

Street Address: 951 East Byrd Street

City: Richmond State: Virginia Zip: 23219-4074

6. Total number of applications and  
registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account  
(for additional fees)

8. Deposit account number:

08-3436

(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.

John Gary Maynard, III

Name of Person Signing

Signature

April 18, 2002

Date

Total number of pages including cover sheet, attachments, and document: 8

05/06/2002 DBYRNE 00000015 1195768

01 FC:481  
02 FC:482

40.00 DP  
25.00 DP

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

CONDITIONAL ASSIGNMENT  
OF, AND GRANT OF SECURITY INTEREST  
IN, INTELLECTUAL PROPERTY RIGHTS  
(TRADEMARKS) dated as of August 24,  
1992, by WT ACQUISITION, INC., a  
Delaware corporation (the  
"Borrower"), whose address is 901  
S. Delphine Avenue, Waynesboro,  
Virginia 22980, to CREDITANSTALT-  
BANKVEREIN, in its capacity as  
collateral agent for the Banks (as  
hereinafter defined) (the  
"Collateral Agent"), whose address  
is 245 Park Avenue, New York, New  
York 10167.

Reference is made to the Credit Agreement dated as of  
the date hereof (as the same may, from time to time, be  
supplemented, modified or amended, the "Credit Agreement") among  
the Borrower, the Banks (as defined therein) and the Collateral  
Agent, individually, as administrative agent and as collateral  
agent for the Banks.

The Banks have agreed to make certain loans to and  
provide other financial accommodations to the Borrower pursuant  
to, and subject to the terms and conditions of, the Credit  
Agreement. In order to secure the Borrower's obligations under  
the Credit Agreement, the Borrower has agreed to grant to the  
Collateral Agent a security interest in all of the Borrower's  
assets, properties and rights in accordance with the terms of the  
Security Agreement dated the date hereof (the "Security  
Agreement"), between the Borrower and the Collateral Agent. The  
Borrower is executing and delivering this Conditional Assignment  
and Grant of Security Interest (the "Assignment") for the purpose  
of recording with the United States Patent and Trademark Office  
the conditional assignment and grant of a security interest to  
the Collateral Agent in the intellectual property and rights of  
Borrower referred to in Section 3 below.

ACCORDINGLY, in consideration of the premises and the  
mutual covenants and agreements contained in this Assignment, and  
for other good and valuable consideration the receipt and  
sufficiency of which are hereby acknowledged, the parties hereby  
agree as follows:

SECTION 1. Definitions. Capitalized terms used but  
not otherwise defined herein shall have the meanings ascribed to  
them in the Security Agreement.

SECTION 2. Incorporation. This Assignment is intended  
to supplement and not to amend or modify the Security Agreement,

TRADEMARK

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the terms and provisions of which are incorporated herein by this reference as if fully set forth herein. Notwithstanding anything contained herein to the contrary, the Security Agreement remains in full force and effect in accordance with its terms.

SECTION 3. Conditional Assignment and Grant of Security Interest. In order to secure to the Collateral Agent for the ratable benefit of the Banks the full and punctual payment and performance of all of the Obligations, the Borrower hereby assigns, transfers, mortgages, pledges and conveys to the Collateral Agent, effective, at the option of the Collateral Agent, upon the occurrence of an Event of Default, and grants to the Collateral Agent a continuing first priority mortgage and security interest in, all of its right (including, without limitation, the right to sue for past infringements), title and interest in and to those trademarks, registrations and applications for which registrations have been issued or applied for within the United States Patent and Trademark Office and interests under trademark license agreements (both as licensor and licensee) listed on Schedule A attached hereto and made a part hereof, together with all goodwill associated therewith (collectively, the "Trademark Rights").

SECTION 4. Purpose. This Assignment has been executed and delivered by Borrower for the purpose of recording in the United States Patent and Trademark Office the conditional assignment of and grant of security interest in the Trademark Rights.

SECTION 5. Binding Effect. This Assignment is binding upon Borrower and any successor or assign permitted under the Security Agreement, and shall inure to the benefit of the Collateral Agent and the Banks and their respective successors and assigns.

\* \* \* \*

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IN WITNESS WHEREOF, WT Acquisition, Inc. has caused  
this Assignment to be duly executed by its authorized officers as  
of the date first written above.

WT ACQUISITION, INC.

[CORPORATE SEAL]

By: Paul D. Barnett  
Name: Paul D. Barnett  
Title: President

ATTEST:

James D. Mize

TRADEMARK

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

On the 24<sup>th</sup> day of August, 1992, before me personally  
came Paul D. Barnett who is personally known to me to  
be the President of WT ACQUISITION, INC., a  
Delaware corporation; who, being duly sworn, did depose and say  
that he is the President of such corporation,  
the corporation described in and which executed the foregoing  
instrument; that he executed and delivered said instrument  
pursuant to authority given by the Board of Directors of such  
corporation; and that he acknowledged said instrument to be the  
free act and deed of said corporation.

Migdalia Franklin  
Notary Public

[NOTARIAL SEAL]

MIGDALIA FRANKLIN  
NOTARY PUBLIC, State of New York  
No. 24-4872484  
Qualified in Kings County  
Commission Expires October 01, 1992

TRADEMARK

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SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration/ Renewal Dates</u>
Wayn-Tex Inc.	United States (Classes 23 & 24)	1,195,768	18 May 1982
WTI & design	United States (Classes 23 & 24)	1,195,769	18 May 1982

TRADEMARK

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RECORDED  
PATENT AND TRADEMARK  
OFFICE

NOV -2 1992

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Table 1001 2.00

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

<p>1. Name of conveying party(ies): WT Acquisition, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies): Name: <u>Creditanstalt-Bankverein</u>  Internal Address: _____  Street Address: <u>245 Park Avenue</u>  City <u>New York</u> State <u>NY</u> ZIP <u>10167</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignor is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designation must be a separate document from Assignments)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <u>1</u></p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: <u>August 24, 1992</u></p>			
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)  B. Trademark registration No.(s) <u>1,195,768; 1,195,769</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Peter D. Murray, Esq.</u>  <u>Cooper &amp; Dunham</u>  Internal Address: _____  Street Address: <u>30 Rockefeller Plaza</u>  City: <u>New York</u> State: <u>NY</u> ZIP <u>10112</u></p>		<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41): \$ <u>65.00</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____  (Attach duplicate copy of this page if paying by deposit account)</p>	

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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.

Peter D. Murray                      Peter D Murray                      10/29/92  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

OMB No 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

REEL 906 FRAME 268