

05-16-2002

Form PTO-1594

(Rev. 03/01)

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

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

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

1. Name of conveying party(ies):

Vttech Industries, Incorporated ^{5.8.02}

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Georgia
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 22, 2002

2. Name and address of receiving party(ies)

Name: SunTrust Bank

Internal

Address: _____

Street Address: 303 Peachtree Street

City: Atlanta State: GA Zip: 30308

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Georgia
☐ 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)

76/129,219

76/280,079

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Sidney R. Brown

Internal Address: Jones, Day, Reavis
& PogueStreet Address: 303 Peachtree Street
Suite 3500

City: Atlanta State: GA Zip: 30308

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

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.

Sidney R. Brown

Signature

May 8, 2002

Date

12

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

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

05/15/2002 18:00

01 FC:481
02 FC:48240.00 UP
25.00 UP

OFFICE OF PUBLIC RECORDS
 2002 MAY -8 AM 8:23
 FINANCE SECTION

TRADEMARK
 REEL: 002506 FRAME: 0386

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), made effective as of April 15, 2002 by and between VYTECH INDUSTRIES, INCORPORATED, a Delaware corporation, having a place of business at Pearman Dairy Road, Anderson, South Carolina 29623 (the "Borrower"), and SUNTRUST BANK, a Georgia corporation having a place of business at 303 Peachtree Street, Atlanta, Georgia 30308, as agent for itself, the other lenders from time to time party to the "Credit Agreement" (defined below), the "Arranger" and the "Issuer" (as such terms are defined in the Credit Agreement) ("Agent").

WITNESSETH:

WHEREAS, the Borrower is obligated to the Lenders, the Issuer and the Arranger pursuant to an Amended and Restated Credit and Security Agreement, dated of November 21, 2001, by and among the Borrower, the Agent, and the Lenders parties thereto from time to time (as amended or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein without definition have the meanings set forth in the Credit Agreement);

WHEREAS, the Agent acts as agent for itself, the Lenders, the Issuer and the Arranger pursuant to the Credit Agreement;

WHEREAS, the Borrower is the owner of certain trademarks and service marks or applications therefor more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Borrower's business symbolized and represented by such trademarks and service marks (herein collectively the "Trademark Collateral"); and

WHEREAS, the Lenders will from time to time make loans, advances and other extensions of credit to the Borrower pursuant to the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. The Borrower hereby pledges and mortgages to the Agent, for the ratable benefit of the Agent, the Lenders, the Issuer and the Arranger, and grants to the Agent, for the ratable benefit of the Agent, the Lenders, the Issuer and the Arranger, a security interest in, all of its right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the payments and performances when due of all of the "Obligations" (as defined in the Credit Agreement).

2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Borrower continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby to control the nature and quality of the goods manufactured

and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Obligations and the termination of the Credit Agreement, the security interest of the Agent in the Trademark Collateral shall be released and thereafter the Agent shall no longer have any interest therein.

3. The Borrower will pay all filing fees with respect to the security interest created hereby that the Agent may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. The Borrower represents and warrants that the Borrower lawfully possesses and owns the Trademark Collateral and that, except for the security interest in favor of the Agent granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Borrower has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; that the Trademark Collateral is and will continue to be, in all respects, in full force and effect; and that the Borrower has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Agent.

5. If an Event of Default shall be in existence under the Credit Agreement, then the Borrower shall be in default hereunder and the Agent shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The Agent shall give the Borrower reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Borrower shown herein at least 10 days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of the Agent, during the existence of any default by the Borrower, the Agent shall thereupon have the immediate right to transfer to itself, the Lenders or any one of them, or to sell, assign and transfer to any other person:

A. all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together with the goodwill of the Borrower's business symbolized and associated with such trademarks and service marks; and

B. ownership of the Borrower's entire inventory of labels and decals not then affixed to its products and ownership of the right to operate and control the business under the marks specified in the Schedule.

A formal irrevocable power of attorney is being executed and delivered by the Borrower to the Agent concurrently with the execution of this Agreement to enable such rights to be carried out. The Borrower agrees that, in the event the Agent exercises said power in accordance with its terms, after written notification of such exercise from the Agent to the Borrower, unless the Agent shall otherwise consent, the Borrower shall never thereafter, without

the written authorization of the owner or owners of the trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely similar thereto, on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Agent shall be applied to the Obligations in the order provided in the Credit Agreement.

7. The Borrower shall execute and deliver to the Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Agent, the Lenders, the Issuer or the Arranger.

8. The Borrower shall defend at its own cost and expense any action, claims or proceeding affecting the Trademark Collateral or the interest of the Agent or the Lenders therein. The Borrower shall reimburse the Agent or the Lenders for all costs and expenses incurred by the Agent or the Lenders in defending any such action, claim or proceeding.

9. This Agreement shall be in addition to all other present and future instruments, documents and agreements between the Borrower and the Agent; it shall not be deemed to affect, modify or limit any of the same or any rights of the Agent thereunder, and all of the Agent's rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that, in the event of default, the Agent shall have no obligation to marshal any assets presently or hereafter pledged to the Agent or the Lenders by the Borrower, whether under this Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

11. The Borrower agrees that the validity, interpretation and enforcement of the Agreement and all rights hereunder shall be governed by the internal laws of the State of Georgia and not its laws of conflict of laws.

**VYTECH INDUSTRIES,
INCORPORATED**

By: 
Title: VP Fin/Sec/TRES

SUNTRUST BANK, as Agent

By: DDPT
Title: ~~Director~~ Director
Danya W. Parker

STATE OF South Carolina)
) SS
COUNTY of Anderson)

On April 22, 2002, before me, the undersigned, a notary public in and for said State, personally appeared JA Bryan, known to me to be the VP Fin/Sec/Tres. of Vytch Industries, Incorporated, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

G. H. Whitten

Notary Public

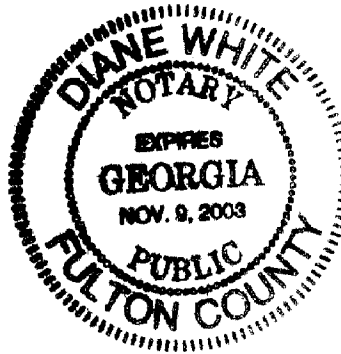
My Commission Expires
March 9, 2009

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On April 19, 2002, before me, the undersigned, a notary public in and for said State, personally appeared Diane Lester, known to me to be a ~~Vice President~~ Director of SunTrust Bank, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Diane White
Notary Public



**SCHEDULE TO THE TRADEMARK SECURITY AGREEMENT
BETWEEN
VYTECH INDUSTRIES, INCORPORATED
AND
SUNTRUST BANK, AS AGENT**

U.S. TRADEMARKS APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date of Filing</u>
VYGARD	76/129,219	9/15/00
VAPORNET	76/280,079	9/29/01