

07-08-2002



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Form PTO-1594

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Tab settings ⇨ ⇨ ⇨

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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):

Nevamar Company, LLC

7.8.02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 7/1/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address: 12th Floor

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

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

See Schedule A attached hereto.

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached hereto.

Additional number(s) attached  Yes  No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

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

33

7. Total fee (37 CFR 3.41).....\$ 840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Linda R. Kastner  
Signature

7/3/02

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

07/09/2002 6TDM11 00000070 78131775

01 FC:481  
02 FC:482

40.00 DP  
800.00 DP

TRADEMARK  
REEL: 002541 FRAME: 0157

Schedule A

Application
78/131775
78/131791
78/054992
76/080609
78/080067

Registration
1077873
1477707
1062256
1010660
0096374
0324365
320374
336727
678253
1391590
1927381
1927380
2170910
1313441
1806100
1062776
720686
956305
1053930
1061673
1711710
1715739
2107713
2107809
2355878
963358
2165667
896692

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2002, by NEVAMAR COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

**[Signature page follows]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEVAMAR COMPANY, LLC

By: *S. P. Friedw*  
Name: Samuel P. Friedw  
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: *Cassidy J. [Signature]*  
Its Duly Authorized Signatory

## Schedule I

Trademark	Country	Registration #	Registration Date
MELAFACE	Canada	210914	06-Jan-1976
MELAFACE	United States of America	1077873	22-Nov-1977
MELAFACE (STYLIZED)	United States of America	1477707	23-Feb-1988
PLUSWOOD	Canada	207770	20-Jun-1975
P LOGO	United States of America	1062256	29-Mar-1977
VINYLFACE	United States of America	1010660	13-May-1975
NEVAMAR ARP SURFACE	Australia	A536421	09-Jun-1990
ARP SURFACE	Chile	443228	12-Apr-1995
ARP SURFACE	Dominican Republic	78141	15-Jun-1995
ARP SURFACE	Hong Kong	2394/93	21-Jun-1991
ARP SURFACE	Mexico	462349	02-Jun-1994
ARP SURFACE	New Zealand	217251	30-Mar-1992
NEVAMAR ARP SURFACE	Philippines	57042	23-Feb-1994
NEVAMAR ARP SURFACE	Puerto Rico	36287	07-Apr-1995
ARP SURFACE	Singapore	5964/91	20-Jun-1991
ARP SURFACE	Taiwan	579688	16-Dec-1992
ARP SURFACE	Taiwan	583555	16-Jan-1993
ARP SURFACE	Thailand	158896	31-Aug-1991
NEVAMAR ARP SURFACE	Turkey	153154	08-Jul-1994
MICARTA	Argentina	1771973	30-Nov-1989
MICARTA	Australia	A193491	16-Mar-1965
MICARTA	Australia	A193493	16-Mar-1965
MICARTA	Australia	A193492	16-Mar-1965
MICARTA	Benelux	64686	04-Oct-1971
MICARTA	Brazil	6052240	
MICARTA	Canada	TMAD/31031	12-May-1922
MICARTA	Czech Republic	95961	13-May-1937
MICARTA	European Community	94367	22-Apr-1998
MICARTA	France	1352672	
MICARTA	Germany	405375	09-Jul-1929
MICARTA	Italy	666026	
MICARTA	Italy	666027	
MICARTA (KATAKANA)	Japan	2064556	22-Apr-1988
MICARTA (KATAKANA)	Japan	2145826	23-Jun-1989
MICARTA	Japan	150305	25-Feb-1993

Trademark	Country	Registration #	Registration Date
MICARTA	Korea, Republic of	217844	31-Jul-1991
MICARTA	Spain	75244	25-Jun-1930
MICARTA	Switzerland	369377	15-Jan-1989
MICARTA	United Kingdom	428499	04-Aug-1922
MICARTA	United Kingdom	573862	16-Dec-1936
MICARTA	United Kingdom	567555	24-Mar-1936
MICARTA (STYLIZED)	United States of America	0096374	14-Apr-1914
MICARTA (STYLIZED)	United States of America	0324365	14-May-1935
MICARTA (STYLIZED)	United States of America	320374	25-Dec-1934
MICARTA (STYLIZED)	United States of America	336727	14-Jul-1936
NEVAMAR	Australia	B224765	09-Dec-1968
NEVAMAR	Australia	B224766	09-Dec-1968
NEVAMAR	Canada	16441961	12-Jan-1982
NEVAMAR	Ecuador	6118-95	25-Mar-1976
NEVAMAR	European Community	000094375	28-Oct-1998
NEVAMAR	Ireland	73252	11-Mar-1968
NEVAMAR	Ireland	73253	11-Mar-1968
NEVAMAR	Ireland	73254	11-Mar-1968
NEVAMAR	Ireland	B74189	30-Jul-1968
NEVAMAR	New Zealand	223271	26-Nov-1992
NEVAMAR	United Kingdom	B921707	21-Feb-1968
NEVAMAR	United Kingdom	B921708	21-Feb-1968
NEVAMAR	United Kingdom	B921709	21-Feb-1968
NEVAMAR	United Kingdom	927550	
NEVAMAR	United States of America	678253	12-May-1959
NEVAMAR (STYLIZED)	United States of America	1391590	29-Apr-1986
NEVAMAR IMPRESSIONS (STYLIZED)	United States of America	1927381	17-Oct-1995
NEVAMAR IMPRESSIONS	United States of America	1927380	17-Oct-1995
NEVAMAR LAMMATES	United States of America	2170910	07-Jul-1998
REFLEXX & DESIGN	United States of America	1313441	08-Jan-1985
VITRICOR	Canada	407601	05-Feb-1993
VITRICOR	United States of America	1806100	23-Nov-1993
ALLIGATOR SILHOUETTE	Canada	221899	15-Jul-1977
ALLIGATOR SILHOUETTE	United States of America	1062776	05-Apr-1977
FOME-COR	Austria	112741	23-May-1986
FOME-COR	Australia	B469556	24-Jul-1987
FOME-COR	Australia	584266	12-Aug-1992

Trademark	Country	Registration #	Registration Date
FOME-COR	Benelux	415826	19-Dec-1985
FOME-COR	Canada	186249	27-Oct-1972
FOME-COR	Czech Republic	198987	28-Mar-1997
FOME-COR	Denmark	3660-1987	30-Oct-1987
FOME-COR	European Community	94474	16-Apr-1998
FOME-COR	Finland	99616	05-Oct-1987
FOME-COR	France	1334086	09-Dec-1985
FOME-COR	Germany	1098513	31-Oct-1986
FOME-COR	Greece	129401	17-Jul-1998
FOME-COR	Hong Kong	5280/95	30-Jul-1993
FOME-COR	Hungary	149674	13-Mar-1998
FOME-COR	Iceland	1036/1996	26-Sep-1996
FOME-COR	Ireland	118140	06-Dec-1985
FOME-COR	Israel	84512	25-Aug-1992
FOME-COR	Italy	466325	19-Feb-1987
FOME-COR (WITH KATAKANA)	Japan	2238079	28-Jun-1990
FOME-COR	Japan	2127388	27-Mar-1989
FOME-COR	Kuwait	31182	03-Jul-2000
FOME-COR	Latvia	M39424	20-Jan-1998
FOME-COR	Mexico	348260	11-Jun-1993
FOME-COR	New Zealand	220048	22-Jul-1992
FOME-COR	Norway	128670	07-May-1987
FOME-COR	Poland	108891	01-Feb-2000
FOME-COR	Portugal	285418	26-Apr-1994
FOME-COR	Russian Federation	156248	21-May-1996
FOME-COR	Slovakia	184486	11-Feb-1999
FOME-COR	Slovenia	9670650	10-May-1996
FOME-COR	South Africa	90/4644	07-Jun-1990
FOME-COR	Spain	1127536	20-Nov-1987
FOME-COR	Sweden	213171	10-Mar-1989
FOME-COR	Switzerland	343850	06-Dec-1985
FOME-COR	Taiwan	587012	16-Feb-1993
FOME-COR	Turkey	170610	10-May-1996
FOME-COR	United Kingdom	1552482	04-Nov-1993
FOME-COR	United States of America	720686	29-Aug-1961
FOME-COR & DESIGN	European Community	000094417	30-Mar-1999
FOME-COR & DESIGN	United Kingdom	1552480	04-Nov-1993
FOME-COR & DESIGN	Canada	226218	24-Feb-1978
GATOR-PLY	Puerto Rico	7960	26-Nov-1976
GATOR-PLY	United States of America	956305	03-Apr-1973
GATOR-PLY	Venezuela	86226F	02-Mar-1978
GATORFOAM	Austria	106608	17-Aug-1984



Trademark	Country	Registration #	Registration Date
GATORFOAM	Benelux	398168	03-Apr-1984
GATORFOAM	Canada	221301	17-Jun-1977
GATORFOAM	Denmark	228/1986	17-Jan-1986
GATORFOAM	European Community	93799	22-Apr-1998
GATORFOAM	Finland	96517	05-Sep-1986
GATORFOAM	France	96627619	30-May-1996
GATORFOAM	Germany	955321	01-Mar-1977
GATORFOAM	Iceland	438/1985	03-Sep-1985
GATORFOAM	Japan	1599880	28-Jul-1983
GATORFOAM	Japan	1512124	30-Apr-1982
GATORFOAM	Korea, Republic of	493053	11-May-2001
GATORFOAM	New Zealand	154190	02-Aug-1984
GATORFOAM	Norway	123944	16-Jan-1986
GATORFOAM	Sweden	194702	08-Feb-1985
GATORFOAM	Switzerland	332759	03-Apr-1984
GATORFOAM	United Kingdom	1064509	16-Jun-1976
GATORFOAM	United States of America	1053930	07-Dec-1976
GATORFOAM	Venezuela	88656F	09-Nov-1978
GATORFOAM & DESIGN	Austria	106609	17-Aug-1984
GATORFOAM & DESIGN	Benelux	398169	03-Apr-1984
GATORFOAM & DESIGN	Canada	308620	22-Nov-1985
GATORFOAM & DESIGN	Denmark	229/1986	17-Jan-1986
GATORFOAM & DESIGN	European Community	93733	15-Jun-1998
GATORFOAM & DESIGN	Finland	96518	05-Sep-1986
GATORFOAM & DESIGN	France	1274157	29-May-1984
GATORFOAM & DESIGN	Germany	1073882	20-Feb-1985
GATORFOAM & DESIGN	Iceland	436/1985	03-Sep-1985
GATORFOAM & DESIGN	New Zealand	154191	02-Aug-1984
GATORFOAM & DESIGN	Norway	127716	27-Jan-1987
GATORFOAM & DESIGN	Sweden	194703	08-Feb-1985
GATORFOAM & DESIGN	Switzerland	332884	03-Apr-1984
GATORFOAM & DESIGN	United Kingdom	1216083	03-Apr-1984

Trademark	Country	Registration #	Registration Date
GATORFOAM & DESIGN	United States of America	1061673	22-Mar-1977
GATORFOAM & DESIGN	Australia	A413031	07-Aug-1984
GATORFOAM	Australia	A413030	07-Aug-1984
GATORPLY	European Community	95406	16-Apr-1998
GATORPLY	Germany	959958	01-Jul-1976
GATORPLY	United Kingdom	1064510	16-Jun-1976
GATOR BLANKS	United States of America	1711710	01-Sep-1992
GATORBOARD FRP	United States of America	1715739	15-Sep-1992
GATORPLAST	United States of America	2107713	21-Oct-1997
GATORCEL	United States of America	2107809	21-Oct-1997
JETMOUNT	United States of America	2355878	06-Jun-2000
LUXCELL	United States of America	963358	10-Jul-1973
OVERTOP	Australia	A430346	22-Jul-1985
OVERTOP	Canada	322628	09-Jan-1987
OVERTOP	European Community	95349	15-Jun-1998
OVERTOP	Japan	2144650	23-Jun-1989
OVERTOP	Korea, Republic of	132582	22-Oct-1986
SEE WHAT YOU CAN DO	United States of America	2165667	16-Jun-1998
UNIWOOD	United States of America	896692	18-Aug-1970

#### PENDING TRADEMARK APPLICATIONS:

Trademark	Country	Application #
GATORFLEX	United States of America	78/080067
FOME-COR	Saudi Arabia	33822
FOME-COR	Cyprus, Republic of	45128
ARMORED PROTECTION SURFACE BY NEVAMAR (and design vertical)	United States of America	78/131775
ARMORED PROTECTION SURFACE BY NEVAMAR (and design horizontal)	United States of America	78/131791
ARP SURFACE	Thailand	480991
CHEMARMOR	United States of America	78/054992
NEVAMAR	China	
METALLAGE	United States of America	76/080609