

09-13-2002

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



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

102220256

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

1. Name of conveying party(ies): RM Engineered Products, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other letter of peaceful possession

Execution Date: 4/20/01

2. Name and address of receiving party(ies)

Name: GMAC Commercial Credit LLC

Internal Address:

Street Address: 1290 Avenue of the Americas

City: New York State: NY Zip: 10104

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1208342

Additional number(s) attached Yes No

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

Name: Martha Waters Wise

Internal Address: Walston, Wells, Anderson & Bains, LLP

Street Address: 505 20th Street North Ste. 500

City: Birmingham State: AL Zip: 35203

DO NOT USE

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

Enclosed

charged to deposit account

Record this transfer first

RECORDS SECTION

9. Signature.

Martha Waters Wise Name of Person Signing

Martha Waters Wise Signature

September 5, 2002 Date

Total number of pages including cover sheet, attachments, and document: 12

09/13/2002 LINDSEY 00000075 1208342

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

01 FC:481 40.00 OP 02 FC:482 125.00 OP

TRADEMARK REEL: 2580 FRAME: 0901

1. Con't

**Additional names of conveying parties.**

RM Engineered Products, Inc. was previously known as RM Industrial Products Company, Inc. Attached is a copy of a record from the South Carolina Secretary of State's Office showing the change of name to RM Engineered Products, Inc.

4. Con't

**Additional Registration Numbers**

0502108

0502107

0509609

1615436

1871913

**Mark**

Chicora

Gilt-Edge

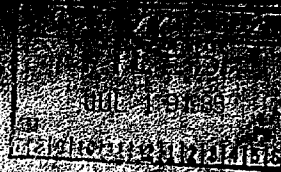
Vee Flex

Redi-Load

Flurotech

NOV 0 9 1985

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
ARTICLES OF AMENDMENT



SECRETARY OF STATE OF SOUTH CAROLINA

For Use By The Secretary of State

File No. D53184

Fee Paid .....

C.B. ....

Date .....

To The Articles of Incorporation of

R.M. Industrial Products Company, Inc.

This Space For Use By Secretary of State

(File This Form in Duplicate)

85-010052/85-010052-10495-001004  
07-19-85 Proc 115-90  
SECT. OF STATE OF SOUTH CAROLINA

Pursuant to Authority of Section 33-15-10 the South Carolina Code of 1976 as amended, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the Corporation is R.M. Industrial Products Company, Inc.
2. The Registered Office of the Corporation is 4854 O'Hear Avenue  
(Street and No.)  
in the City of North Charleston County of Charleston and  
the State of South Carolina and the name of the Registered Agent at such address is  
Jerry Zucker

(Complete item 3 of 4 whichever is relevant)

3. a. The following Amendment of the Articles of Incorporation was adopted by the shareholders of the Corporation on July 15, 1985

(Text of Amendment)

See Attached

- b. At the date of adoption of the Amendment, the total number of all outstanding shares of the Corporation was April 24, 1985. The total of such shares entitled to vote, and the vote of such shares was:

Total Number of Shares Entitled to vote	Number of Shares Voted	
	For	Against
100,000	100,000	0

ARTICLES OF AMENDMENT (continued)

c. At the date of adoption of the Amendment, the number of outstanding shares of each class entitled to vote as a class on the Amendment, and the vote of such shares was (if applicable, insert "none")

Class	Number of Shares Entitled to Vote	For	Number of Shares Voted Against
Common	100,000	100,000	0

a. Prior to the organizational meeting the Corporation and with the consent of the subscribers, the following Amendment was adopted by the Incorporator(s) on .....

(Text of Amendment)

N/A

b. The number of withdrawals of subscribers, if such be the case is .....

c. The number of incorporators are ..... and the number voting for the Amendment was ..... and the number voting against the Amendment was .....

5. The manner, if not set forth in the Amendment, in which any exchange, reclassification, or cancellation or issued shares provided for in the Amendment shall be effected, is as follows: (if not applicable, insert "no change")

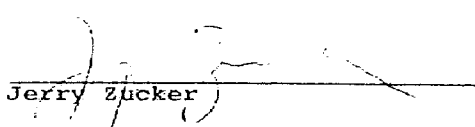
N/A

CERTIFICATE OF RESOLUTION

The undersigned, Jerry Zucker, Chief Executive Officer, does hereby certify that the following resolution was adopted at a meeting of the Board of Directors and Shareholders of RM Industrial Products Company, Inc., held on July 15, 1985:

"RESOLVED, that the name of the corporation, RM Industrial Products Company, Inc., be changed to RM Engineered Products Company, Inc., and that Jerry Zucker, Chief Executive Officer and Robert H. Sturm, President, be, and they hereby are, authorized and directed to file with the Office of the Secretary of State of South Carolina, appropriate Articles of Amendment to the Articles of Incorporation."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15th day of July, 1985.

  
Jerry Zucker

SWORN to before me this 15th  
day of July, 1985.

 (SEAL)  
Notary Public for South Carolina

My Commission expires: 5/22/89

The number of shares of authorized stock to be issued in exchange for the amount of stated capital, and amount of stated capital, expressed in dollars, as amended by the Amendment is as follows (if not applicable, insert "no change"):

N/A

Date: July 15, 1985 R.M. Industrial Products Company, Inc.

(Name of Corporation)

By: Robert H. Sturm  
President

By: [Signature]  
Chairman

Note: Any person signing this form, shall either opposite or beneath his signature, clearly and legibly state his name and the capacity in which he signs. Must be signed in accordance with Section 33-1-40 of the 1976 Code, as amended.

STATE OF South Carolina

COUNTY OF Charleston

ss:

The undersigned, Jerry Zucker and Robert H. Sturm do hereby certify that they are the duly elected and acting Chairman and President respectively, of R.M. Industrial Products Company, Inc. and are authorized to execute this document; that each of the undersigned for himself does hereby further certify that he signed and was so authorized, has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.

Dated at Charleston, SC, this 15th day of July, 1985.

[Signatures]  
Jerry Zucker  
Robert H. Sturm  
Robert H. Sturm

SCHEDULE OF FEES

(Payable at time of filing application with Secretary of State)

Filing Fee	\$ 5.00
Taxes	40.00
Total Fee	\$45.00

Note: If The Amendment effects an increase in capital stock, in lieu of the above, the filing fees will be as follows:

Fee for filing application \$ 5.00  
In addition to the above, \$ .40 for each \$1,000.00 of the total increase in the aggregate value of authorized shares, but in no case less than 40.00 nor more than 1,000.00

M-TEC CORPORATION  
RM ENGINEERED PRODUCTS, INC.  
SOUTHERN MANUFACTURING, INC.  
ELASTOMER TECHNOLOGIES GROUP, INC.  
4854 O'Hear Avenue  
North Charleston, South Carolina 29405-4972

April 20, 2001

GMAC Commercial Credit LLC  
1290 Avenue of the Americas  
New York, New York 10104

Gentlemen:

Pursuant to the terms of a Revolving Credit, Term Loan and Security Agreement dated as of October 6, 1995 by and among RM Engineered Products, Inc. ("RM"), Southern Manufacturing, Inc. ("Southern") and Elastomer Technologies Group, Inc. ("Elastomer") (collectively, the "Borrowers") and GMAC Commercial Credit LLC ("GMACCC") (as amended, modified and/or supplemented, the "Loan Agreement") and a Second Amended and Restated Guaranty dated as of October 7, 1997 made by M-Tec Corporation ("M-TEC" or "Guarantor") in favor of GMACCC (the "Guaranty"), the other documents referred to in the Loan Agreement as the "Other Documents" and all associated documents (all as amended, modified, restated or supplemented from time to time, the "GMACCC Documents") the undersigned is indebted to you and incurs continuing obligations to you secured by security interests in your favor in all personal property, including without limitation all accounts, goods, instruments, documents and chattel paper of the undersigned (the "Collateral"). Because of the inability of the undersigned to pay its debts and obligations to you, the undersigned herewith grants to you all rights of possession in and to that part of the aforesaid Collateral of the undersigned set forth on the attached Schedule A (the "Subject Assets") be disposed of, as you, in your best discretion, deem advisable and for you to credit the net proceeds resulting from any sale or other disposition to the account of the undersigned with you. Any such net proceeds remaining after application thereof to the undersigned's indebtedness to you (together with interest and costs) shall be remitted to the undersigned.

This letter also serves as an authorization to any employee of the undersigned or any third party to grant you, and the undersigned hereby grants you, full and complete access to any premises where the Subject Assets is located to allow you to take possession of any such Subject Assets in order to enforce your rights against and collect the liability due to you from the undersigned. In addition, you may designate a custodian who shall have the right, among other things, to change the locks on all gates and doors providing access to such premises or the Subject Assets.

The undersigned further acknowledges that it has defaulted in the payment of its debts and obligations to you and hereby waives and renounces all of its rights to notification under Section


9-504 of the Uniform Commercial Code as adopted in the State of New York ("UCC") as to the sale or other disposition by you of the Subject Assets and under Sections 9-505 and 9-506 of the UCC regarding acceptance of collateral as discharge of the obligations of the undersigned to you and waiver of the undersigned's right to redeem collateral, respectively.

The undersigned further acknowledges that it has been represented by legal counsel with respect to the negotiation and execution of this letter and the transactions contemplated hereby, and that the undersigned's legal counsel has reviewed this letter prior to its execution by the undersigned.


The undersigned knowingly and intelligently waives any rights it may have to notice and a hearing before a court of competent jurisdiction and consents to your entry on the premises where the aforesaid Subject Assets is located for the purposes set forth herein.

Very truly yours,

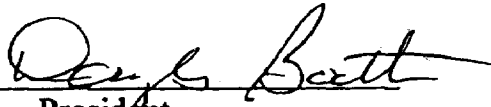
**M-TEC CORPORATION**

By:   
President


**RM ENGINEERED PRODUCTS, INC.**

By:   
President

**SOUTHERN MANUFACTURING, INC.**

By:   
President

**ELASTOMER TECHNOLOGIES GROUP, INC.**

By:   
President



## SCHEDULE A

to

### Letter of Peaceful Possession

1. Assets Conveyed. The following assets, but excluding the Retained Assets (as defined in the Inducement Agreement (the "Inducement Agreement") by and among Sealing Equipment Products Co., Inc., M-tec Corporation and RM Engineered Products, Inc.) (collectively, the "Subject Assets"), whether or not any such assets are on the books of Borrowers or the Division. As used herein, "Division" shall mean a division or divisions (or portions thereof) of Borrowers (but excluding any division of Southern Manufacturing, Inc.) that include the following product lines, with the product group number in parentheses after each product to which it relates: Pyrosleeve (including all distributor and OEM business) (622); Grafpac (625); Rediloads (626); Valve Rings (720); Teflon Soot Blower (722); Braided and Twisted Packings (723); High Pressure Packings (724); Copeland Gibson (725); Compressed Sheet Gasketing (726); Braided Seals (727); and Vee-Flex (721).

(A) all inventories of raw materials, work-in-process and finished goods of the Division (the "Inventory"), including the items described on Exhibit 1(A) hereto;

(B) all machinery, equipment and spare parts exclusively used in the operation of the Division, including tools, molds, presses, dies, ovens, lab equipment, braiders, twisters and forklifts, and further including the items described on Exhibit 1(B) hereto (the "Equipment");

(C) all motor vehicles used exclusively in the operation of the Division, including the listing of which is described on Exhibit 1(C) hereto (the "Motor Vehicles");

(D) all of Seller's business records exclusively relating to the Subject Assets and the Division;

(E) all trademarks, service marks, patents, copyrights, registrations of any of the foregoing, or applications therefor exclusively used in connection with the Division or the Assets, logos, trade dress, trade names, internet domain names, and all other trade secrets, secret processes, customer lists, supplier lists, inventions, formulas (including without limitation the formula for Silicone) and other intellectual property and proprietary rights belonging to, exclusively used in or appertaining exclusively to the Division or the Assets, including the items listed on Exhibit 1(E) hereto (collectively, the "Intellectual Property");

(F) all other assets used exclusively in the operation of the Division, except for the excluded items set forth in item 2 hereof; and

2. Excluded Assets. Notwithstanding anything herein to the contrary, there shall be excluded from the conveyance, assignment or transfer to the Buyer hereunder, and the Subject Assets shall not include, the Borrowers', Guarantor's and Grantor's right, title and interest in and to the following assets:

- (A) cash on hand or in the bank or other accounts;
- (B) accounts receivable;
- (C) real estate and buildings;
- (D) the bag house;

(E) any Hazardous Materials. For purposes of this item, "Hazardous Materials" means any substance, material or waste which is regulated by any government or governmental or regulatory body (whether federal, state or local) including petroleum and its by-products, asbestos, and any material or substance which is defined as a "hazardous waste," "hazardous substance," "hazardous material," "restricted hazardous waste," "industrial waste," "solid waste," "contaminant," "pollutant," "toxic waste" or "toxic substance" under any provision of any foreign, federal, state or local statute, regulation, ordinance, or rule of common law as now or hereafter in effect relating to the protection of human health and safety or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and the regulations promulgated pursuant thereto;

(F) Any goodwill and going concern value of the Division, the Borrowers or the Guarantor; and

(G) Buyer may, in its discretion, decide not to remove certain Subject Assets from the Facility. Buyer shall give written notice to Seller prior to June 30, 2001, listing any Subject Assets that will not be removed and Buyer shall have no further right, title or interest in such assets.

3. Exclusion of Liabilities. The Buyer is not assuming any of the liabilities or obligations of RM, M-tec or the Division, whether known or unknown, contingent or realized and is not to be a successor to any of RM, M-tec or the Division for any purpose.

# **EXHIBIT 1(E)**

**INTELLECTUAL PROPERTY**

## Schedule of Trade Marks for Sealing Products

Mark	Date of Registration	Registration Number	Status	Country
Chicora	9/14/48	502,108	Renewed 9/14/88	United States
Gilt-Edge	5/17/48	502,107	Renewed 9/14/88	United States
Vee Flex	5/12/53	509,609	Renewed 5/10/89	United States
Vee-Square	4/6/54	587,924	? (Still Used)	United States
Pyrosleeve	11/24/81	1,179,138	Active	United States
Grafpak	9/14/82	1,208,342	Active	United States
Crosslok	7/31/84	1,287,942	Active	United States
FluoroRay	9/8/64	776,614	Abandoned (Still Used)	United States
Graphastar	10/30/90	1,619,873	Lapsed	United States
Graphaseal	10/23/90	1,618,785	Lapsed	United States
Redi-Load	10/2/90	1,615,436	Lapsed	United States
Graphatech	1/3/95	1,871,914	Active	United States
Graphatherm	1/3/95	1,871,912	Active	United States
Fluorotech	1/3/95	1,871,913	Active	United States