

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
American Biltrite Intellectual Properties Inc.

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

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

2. Name and address of receiving party(ies):
Name: Fleet National Bank

Internal Address:
Street Address: 100 Federal Street

City: Boston
State: Massachusetts Zip: 02110

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes
(Designations must be a separate document from assignment) No

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: October 14, 2003

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):
76/387,897
76/355,059

B. Trademark Registration No.(s):
2,634,934
2,670,021

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin Dugan
Ropes & Gray LLP

Internal Address: Atty. Dkt.: FFG-170
Street Address: One International Place

City: Boston State: MA Zip: 02110

6. Total Number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed
 Authorized to be charged to Deposit Account
 Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number: 18-1945
(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.

Alexander Manganiello *Alexander Manganiello* 12/22/03
Name of Person Signing Signature Date

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

CH \$115.00 18-1945 76387897

MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum of Trademark and Service Mark Security Interest (the "Memorandum") is dated as of October 14, 2003 between American Bilrite Inc., a Delaware corporation ("ABI") having a place of business at 57 River Street, Wellesley Hills, Massachusetts 02481, K&M Associates L.P., a Rhode Island limited partnership ("K&M") having a place of business at 425 Dexter Street, Providence, Rhode Island 02907, American Bilrite Intellectual Properties, Inc., a Delaware corporation ("ABIIP") having a place of business at 103 Foulk Road, Wilmington, Delaware 19803 and Ideal Tape Co., Inc., a Delaware corporation ("Ideal Tape") having a place of business at 1400 Middlesex Street, Lowell, Massachusetts 01851 (ABI, K&M, ABIIP and Ideal Tape being collectively referred to herein as the "Assignors" and each an "Assignor"), and Fleet National Bank, having a place of business at 100 Federal Street, Boston, Massachusetts 02110 as collateral agent (the "Assignee") for itself and certain other lenders under the Security Agreement dated as of October 14, 2003, as from time to time in effect (the "Security Agreement"), among the Assignors, certain of their affiliates named therein and the Assignee.

1. Pursuant to the Security Agreement, each Assignor has granted to the Assignee a security interest in all of such Assignor's right, title and interest in and to (but none of its obligations or liabilities with respect to) certain general intangibles, including the U.S. registered trademarks, service marks and applications therefor listed next to such Assignor's name in Exhibit A attached hereto and made a part hereof, in the name of such Assignor, together with the registrations thereof and related goodwill, including, without limitation, the right to sue for past, present and future infringements, and all proceeds of the foregoing (such as, by way of example only, license royalties and proceeds of infringement suits) (collectively, the "Collateral").
2. Each Assignor is the exclusive owner of all rights in the Collateral listed next to such Assignor's name in Exhibit A, including all rights to prosecute for unconsented use and infringement thereof. The security interests granted under the Security Agreement in the Collateral to the Assignee are within each Assignor's corporate or other powers and have been duly authorized by all necessary corporate or other action.

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The Assignors and the Assignees have executed this Memorandum effective as of the date first above written.

Assignors:

Secured Party:

AMERICAN BILTRITE INC.

FLEET NATIONAL BANK,
as Collateral Agent under the Security
Agreement referred to above

By 
Name: Howard N. Feist III
Title: Vice President and Chief Financial
Officer

By _____
Name: Thomas F. Brennan
Title: Senior Vice President

K&M ASSOCIATES L.P.

By: Aimpar, Inc., its General Partner

By 
Name: Howard N. Feist III
Title: Vice President

AMERICAN BILTRITE INTELLECTUAL PROPERTIES, INC.

By 
Name: Howard N. Feist III
Title: Vice President

IDEAL TAPE CO., INC.

By 
Name: Howard N. Feist III
Title: Vice President

The Assignors and the Assignees have executed this Memorandum effective as of the date first above written.

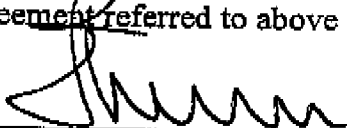
Assignors:

AMERICAN BILTRITE, INC.

Secured Party:

FLEET NATIONAL BANK,
as Collateral Agent under the Security
Agreement referred to above

By _____
Name:
Title:

By  _____
Name: Thomas F. Brennan
Title: Senior Vice President

K&M ASSOCIATES, L.P.

By: Aimpar, Inc., its General Partner

By _____
Name:
Title:

AMERICAN BILTRITE INTELLECTUAL PROPERTIES, INC.

By _____
Name:
Title:

IDEAL TAPE CO., INC.

By _____
Name:
Title:

EXHIBIT A**Trademark Schedule**

US Trademark Registrations			
Record Owner	Trademark	Registration No.	Registration Date
American Biltrite Inc.	AB and design	1,408,505	09/09/86
American Biltrite Inc.	Design only	179,338	02/05/24
American Biltrite Inc.	Bull Dog stylized letters	212,939	05/18/26
American Biltrite Inc.	Bull Dog BWH Dependable Ruggedness and Design	516,241	10/11/49
American Biltrite Inc.	Proteclite	1,320,610	02/19/85
American Biltrite Inc.	Bull Dog	1,349,360	07/16/85
American Biltrite Inc.	Bull Dog	1,370,132	11/12/85
American Biltrite Inc.	Trustay	956,731	04/10/73
American Biltrite Inc.	Realstay	831,289	07/04/67
American Biltrite Inc.	IT & Design	1,015,290	07/08/75
American Biltrite Inc.	Takseal	1,231,913	03/22/83
American Biltrite Inc.	Therm-X	1,210,480	09/28/82
American Biltrite Inc.	Stencilrite stylized letters	1,749,378	01/26/93
American Biltrite Inc.	Estrite	1,822,048	02/15/94
American Biltrite Inc.	Ideal Seal	1,733,032	11/17/92
American Biltrite Inc.	Transferitte And Design	1,703,191	07/28/92
American Biltrite Inc.	Pathrite	1,709,980	08/25/92
American Biltrite Inc.	Splice King	1,849,285	08/09/94
American Biltrite Inc.	Lazer Cut	2,034,595	01/28/97
American Biltrite Inc.	Texas Granite	1,892,695	05/02/95
American Biltrite Inc.	Desert Stone	1,917,353	09/05/95
American Biltrite Inc.	Durasport	2,018,065	11/19/96
American Biltrite Inc.	AB Electrostatic and design	2,030,755	01/14/97
American Biltrite Inc.	Durashield	2,061,961	05/13/97
American Biltrite Inc.	Staminizer	2,112,686	11/11/97
American Biltrite Inc.	IT	1,991,063	08/06/96
American Biltrite Inc.	Colors Plus	2,099,995	09/23/97
American Biltrite Inc.	Color Thru	2,114,548	11/18/97
American Biltrite Inc.	Sportguard	2,058,414	04/29/97
American Biltrite Inc.	Autowrap	2,308,378	01/18/00
American Biltrite Inc.	Marble Suede	2,282,947	10/05/99

US Trademark Registrations			
Record Owner	Trademark	Registration No.	Registration Date
American Biltrite Inc.	Flex Seal	2,413,067	12/12/00
American Biltrite Inc.	Marathon	787,062	03/23/65
American Biltrite Inc.	Mask Rite	2,721,926	06/03/03
American Biltrite Inc.	Ultra	2,629,058	10/01/02
American Biltrite Inc.	Fortress	1497852	07/26/88
American Biltrite Inc.	Durastep	1311108	12/25/84
American Biltrite Inc.	Transfer Rite and design	1250354	09/06/83
K&M Associates L.P.	Blue Dolphin and design	2,567,468	05/07/02
K&M Associates L.P.	All Occasions	2042446	03/04/97
K&M Associates L.P.	Crown Jewels	1564360	11/07/89
K&M Associates L.P.	Diamond-ite	843690	02/06/68
K&M Associates L.P.	Elegant Eighteen	1924577	10/03/95
K&M Associates L.P.	Fabulous Fifteen	1917853	09/12/95
K&M Associates L.P.	Fantastic Fifteen	1922886	09/26/95
K&M Associates L.P.	Fiddle Sticks	1960931	03/05/96
K&M Associates L.P.	Finishing Touches	2364776	07/04/00
K&M Associates L.P.	Glitz and Glamour	2619718	09/17/02
K&M Associates L.P.	Irresistibles	1933109	11/07/95
K&M Associates L.P.	K & M	1541479	05/30/89
K&M Associates L.P.	Legendary Service and Design	2708854	04/22/03
K&M Associates L.P.	Love Locket stylized letters	592994	07/27/54
K&M Associates L.P.	Match Mates	1639689	04/02/91
K&M Associates L.P.	Multiple Choice	1790305	08/31/93
K&M Associates L.P.	Prestige stylized letters	516310	10/11/49
K&M Associates L.P.	Rembrandt	1864643	11/29/94
K&M Associates L.P.	Ring A Day Stylized letters	1708039	08/18/92
K&M Associates L.P.	Sensitivity	1515329	12/06/88
K&M Associates L.P.	Sizzle	1842877	07/05/94
K&M Associates L.P.	Social Occasion	2211025	12/15/98
K&M Associates L.P.	Teen Spirit	1775655	06/08/93
K&M Associates L.P.	Trendsetters	2457866	06/05/01
K&M Associates L.P.	Trenz	2504238	11/06/01
K&M Associates L.P.	Vendome	961483	06/19/73
K&M Associates L.P.	Vendome and Design	659311	03/11/58
K&M Associates L.P.	Verite stylized letters	729444	04/3/62
K&M Associates L.P.	Veronique	1474102	01/26/88

US Trademark Registrations			
Record Owner	Trademark	Registration No.	Registration Date
K&M Associates L.P.	Fashion Statement stylized letters	2055502	04/22/97
K&M Associates L.P.	Place Vendome	1801518	10/26/93
Ideal Tape Co., Inc.	Ideal	2,731,264	07/01/2003
American Biltrite Intellectual Properties, Inc.	Oasis	2,634,934	10/15/2002
American Biltrite Intellectual Properties, Inc.	Zip-Step	2,670,021	12/31/2002

US Pending Trademark Applications			
Record Owner	Trademark	Application No.	Filing Date
American Biltrite Inc.	American Biltrite Inc.	76/303,725	08/23/01
American Biltrite Inc.	Mirra	78/201,991	01/10/03
American Biltrite Inc.	Transeal	78/216,344	02/19/03
American Biltrite Inc.	Interfuse	78/269,051	07/01/03
K&M Associates L.P.	Fun Stuff	76/507298	04/04/03
K&M Associates L.P.	Power Pals	76/507296	04/04/03
K&M Associates L.P.	The Next Wave	76/507297	04/04/03
K&M Associates L.P.	Glamour Girls	75/699,857	05/04/99
American Biltrite Intellectual Properties, Inc.	Oasis Pro-Tech	76/387,897	03/26/2002
American Biltrite Intellectual Properties, Inc.	Lakeland Slate	76/355,059	01/03/2002