

01-02-2004

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Form PTO-1594

(Rev. 03/01)

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

Tab settings ⇌ ⇌ ⇌



102636776

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):

REMET CORPORATION

☐

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

Execution Date: 12/23/2003

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORPORATION

Internal

Address:

Street Address: 83 Wooster Heights Road

City: Danbury State: CT Zip: 06810

☐

Individual(s) citizenship

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State DE

☐

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 II
to Intellectual Property Security AgreementB. Trademark Registration No.(s) See Schedule II to
Intellectual Property Security AgreementAdditional number(s) attached ☒ Yes ☐ No

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

Name: Federal Research Corporation

Internal Address:

Street Address: 1030 15th Street NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 3.41):

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Loukia Harris

Name of Person Signing

Signature

12/30/2003

Date

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

01/02/2004 LHWELLER 00000132 1031813

01 FC:8521
02 FC:852240.00 OP
650.00 OPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002889 FRAME: 0345

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT



I. TRADEMARK REGISTRATIONS

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
1,051,613	REMASIL	U.S.A.	02-Nov-1976
1,051,614	REMULL	U.S.A.	02-Nov-1976
1,054,580	REMET (& Dev CRU8)	U.S.A.	21-Dec-1976
1,054,581	REMET	U.S.A.	21-Dec-1976
1,074,807	REMASOL	U.S.A.	11-Oct-1977
1,128,778	REMAL	U.S.A.	08-Jan-1980
1,132,037	CASTYLENE	U.S.A.	01-Apr-1980
1,267,518	REMASIL	U.S.A.	21-Feb-1984
1,267,519	REMULL	U.S.A.	21-Feb-1984
1,532,588	AQUA-J	U.S.A.	04-Apr-1989
1,565,327	ADBOND	U.S.A.	14-Nov-1989
1,981,214	ADBOND	U.S.A.	18-Jun-1996
2,044,671	ECOWAX	U.S.A.	11-Mar-1997
2,086,547	ECOWAX ECOLOGICAL TECHNOLOGY FOR THE ENVIRONMENT	U.S.A.	05-Apr-1997
2,141,381	ECOWAX - Design	U.S.A.	03-Mar-1998
2,276,982	TICOAT	U.S.A.	14-Sep-1999
2,353,903	STICKTITE T	U.S.A.	30-May-2000
2,391,497	RED C	U.S.A.	03-Oct-2000
2,393,348	UTILITY K	U.S.A.	10-Oct-2000
2,393,349	UTILITY V	U.S.A.	10-Oct-2000
2,393,351	UTILITY VM	U.S.A.	10-Oct-2000
2,450,905	HYFILL	U.S.A.	15-May-2001
2,669,740	TIWAX	U.S.A.	31-Dec-2002
2,699,626	ADBOND	U.S.A.	25-Mar-2003

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
2,708,601	STICKTITE	U.S.A.	22-Apr-2003
2,755,702	LITEFILL	U.S.A.	26-Aug-2003
2,778,657	SOLUCORE	U.S.A.	28-Oct-2003
815,860	AQUACAST	European Community	22-Jun-1999
ECT 53371	ADBOND	European Community	01-Apr-1996
53421	REMET (Dev CRU7)	European Community	01-Apr-1996
ECT 60608	REMAL	European Community	09-Nov-1999
ECT 53405	REMASIL	European Community	01-Apr-1996
ECT 53520	REMASOL	European Community	31-Mar-1999
60541	REMET	European Community	01-Apr-1996
ECT 60566	REMET (& Dev CRU8)	European Community	24-Nov-1998
ECT 60582	REMULL	European Community	01-Apr-1996
4,345,246	AQUACAST	Japan	17-Dec-1999
1,480,040	CASTYLENE	France	1998
422,979	CASTYLENE	India	
1,384,930	CASTYLENE	United Kingdom	
113,028	CASTYLENE	Turkey	
1,062,432	CASTYLENE	West Germany	
570,582	CASTYLENE	Italy	
1,628,403	CASTYLENE	Spain	
262,240	CASTYLENE	Sweden	
31,551	CASTYLENE	Iraq	

II. TRADEMARK APPLICATIONS

<u>APPLICATION NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
002369676	STICKTITE	European Community	10-Sep-2001
1,117,370	ADBOND	Canada	25-Mar-2003

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Copyright

Reg. No.

Date

NONE

II. COPYRIGHT APPLICATIONS

Copyright

Application No.

Date

NONE

III. COPYRIGHT LICENSES

Name of Agreement

Date of Agreement

Parties

NONE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2003, is made by REMET CORPORATION, a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property 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:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender 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 "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

- (f) 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 Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

- (a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.
- (b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.
- (c) Grantor shall take all actions reasonably necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to

maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

- (d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and/or shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

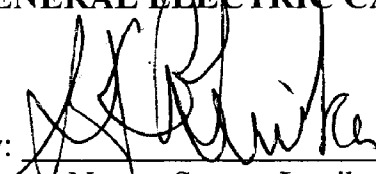
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REMET CORPORATION

By: 
Name: John S. Paraszczak
Title: President and CEO

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Steven Lenihan
Title: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>PATENT NO.</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>ISSUE DATE</u>
4,196,769	Ceramic shell mold	U.S.A.	04-Apr-1980
4,216,815	Ceramic shell mold	U.S.A.	12-Aug-1980
4,415,673	Refractory material	U.S.A.	15-Nov-1983
4,504,591	Refractory material	U.S.A.	12-Mar-1985
4,740,246	Casting of reactive metals into ceramic molds	U.S.A.	26-Apr-1988
4,787,439	Casting of reactive metals into ceramic molds	U.S.A.	29-Nov-1988
5,004,039	Refractory material	U.S.A.	02-Apr-1991
5,270,360	Pattern forming thermoplastic compositions containing cross-linked poly(methylmethacrylate), patterns thereof and processes related thereto	U.S.A.	14-Dec-1993
5,372,768	Method for investment casting utilizing thermoplastic compositions containing a cross-linked polymer of methyl methacrylate	U.S.A.	13-Dec-1994
5,535,811	Ceramic shell compositions for casting of reactive metals	U.S.A.	16-Jul-1996
5,629,369	Fast processing water based binder system	U.S.A.	13-May-1997
5,630,465	Ceramic shell compositions for casting of reactive metals	U.S.A.	20-May-1997
5,677,371	Fast processing water based binder system	U.S.A.	14-Oct-1997
5,712,435	Ceramic cores for casting of reactive metals	U.S.A.	27-Jan-1998
5,738,819	Method for making ceramic shell molds and cores	U.S.A.	14-Apr-1998
5,824,730	Fast processing water based binder system	U.S.A.	20-Oct-1998
5,944,088	Ceramic shell compositions for casting of reactive metals	U.S.A.	31-Aug-1999
6,020,415	Fast processing water based binder system	U.S.A.	01-Feb-2000

<u>PATENT NO.</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>ISSUE DATE</u>
1339184	Ceramic shell compositions for casting of reactive metals	Canada	29-Jul-1997
2772090	Ceramic shell compositions for casting of reactive metals	Japan	17-Apr-1998
79-06336	Ceramic shell mold	France	13-Mar-1979
2,909,844	Ceramic shell mold	Germany	13-Mar-1979
2,017,118	Ceramic shell mold	United Kingdom	06-Mar-1979
16127	Ceramic shell mold	France	25-Jun-1979
16127	Ceramic shell mold	United Kingdom	25-Jun-1979
2,965,720.30	Ceramic shell mold	Germany	25-Jun-1979
1,515,611	Ceramic shell mold	Japan	24-Aug-1989
1,202,333	Refractory material	Canada	25-Mar-1986
93212	Refractory material	Italy	25-Mar-1986
93212	Refractory material	United Kingdom	25-Mar-1986
3,272,840.90	Refractory material	Germany	25-Mar-1986
1,620,694	Refractory material	Japan	09-Oct-1991
1,859,261	Refractory material	Japan	27-Jul-1994
2,524,678	Refractory material	Japan	31-May-1996
0,204,674	Casting of reactive metals into ceramic molds	Belgium	27-Dec-1991
0,204,674	Casting of reactive metals into ceramic molds	France	27-Dec-1991
0,204,674	Casting of reactive metals into ceramic molds	Germany	27-Dec-1991
0,204,674	Casting of reactive metals into ceramic molds	Italy	27-Dec-1991
0,204,674	Casting of reactive metals into ceramic molds	Sweden	27-Dec-1991
0,204,674	Casting of reactive metals into ceramic molds	United Kingdom	27-Dec-1991
1,799,802	Casting of reactive metals into ceramic molds	Japan	12-Nov-1993
2,294,040	Ceramic shell compositions for casting of reactive metals	United Kingdom	03-Jul-1996

<u>PATENT NO.</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>ISSUE DATE</u>
1,339,184	Ceramic shell compositions for casting of reactive metals	Canada	29-Jul-1997
2,772,090	Ceramic shell compositions for casting of reactive metals	Japan	17-Apr-1998
063,837.9	Fast processing water based binder system	United Kingdom	20-Mar-2002
69430157	Fast processing water based binder system	Germany	20-Mar-2002
063,837,9	Fast processing water based binder system	Ireland	20-Mar-2002
063,837,9	Fast processing water based binder system	France	20-Mar-2002

II. PATENT APPLICATIONS

APPLICATION

<u>NO.</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
94305549.1	Fast processing water based binder system	Germany	27-Jul-1994
94305549.1	Fast processing water based binder system	France	27-Jul-1994
94305549.1	Fast processing water based binder system	United Kingdom	27-Jul-1994
94305549.1	Fast processing water based binder system	Ireland, Republic of	27-Jul-1994
31233/79	Ceramic shell mold	Japan	
2,965,720.3	Ceramic shell mold	European Union	
82302266.0	Refractory material	European Union	
86850168.5	Casting of reactive metals into ceramic molds	European Union	

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE