

RECORD  
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02-26-2004

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original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

Name of conveying party(ies):

See attached list

Individual(s)  
General Partnership  
Corporation-State  
Other

- Association
- Limited Partnership

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended & Restated Patent, Trademark and Copyright Security Agreement
- Merger
- Change of Name

Execution Date: JAN 26, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,  
as agent

Internal Address: \_\_\_\_\_

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

- 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP  
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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

7

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Laura Konrath  
Name of Person Signing

*Laura Konrath*  
Signature

\_\_\_\_\_  
Date

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

Mail documents to be recorded with required cover sheet information to:

Continuation Item 1

Longwood Industries, Inc. a New Jersey corp.  
Longwood Elastomers, Inc. a Virginia corporation  
Fairprene Inc. a Delaware corporation  
Longwood Engineered Products, Inc., a Delaware corp.  
Longwood Expat Services, Inc., a Delaware corp.  
Scott Office Systems, LLC, a New Jersey LLC  
Scott Office Systems International, Inc., a Delaware corp.  
Longwood International, Inc., a Delaware corporation

Continuation  
Item 4

LONGWOOD ACTIVE TRADEMARK REGISTRATIONS

Mark	Appln. No.	Reg. No.	Reg. Date	Country	Owner
LONGWOOD	489,203	489,203	6/5/2000	European Community	Longwood Industries, Inc.
LONGWOOD	75/170,852	2,194,623	10/13/1998	US	Longwood Industries, Inc.
DURASTAR	773,885	TMA 450,358	11/17/1995	Canada	Longwood Elastomers, Inc.
DURASTAR	223,279	489,341	4/26/1995	Mexico	Longwood Elastomers, Inc.
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ORTEX*	72/206,353	793,038	7/20/65	US	Longwood Engineered Products, Inc.

\*File with Lowenstein Sandler

LONGWOOD PENDING TRADEMARK APPLICATIONS

Mark	Appln. No.	Filed	Country	Goods/Services	Owner
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KLEEN-EZY	76/294,160	8/1/01	US	Rubber mats	Longwood Elastomers, Inc.
ORCOMATIC	78/299,298	9/11/03	US	Precision molded rubber seals, principally washers and gaskets	Longwood Engineered Products, Inc.

**AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of January 26, 2004, is made by LONGWOOD INDUSTRIES, INC., a New Jersey corporation ("Holdings"), LONGWOOD ELASTOMERS, INC., a Virginia corporation ("Longwood"), FAIRPRENE INC., a Delaware corporation ("Fairprene"), LONGWOOD ENGINEERED PRODUCTS, INC., a Delaware corporation ("Engineered"), LONGWOOD EXPAT SERVICES, INC., a Delaware corporation ("Expat"), SCOTT OFFICE SYSTEMS, LLC, a New Jersey limited liability company ("Scott"), SCOTT OFFICE SYSTEMS INTERNATIONAL, INC., a Delaware corporation ("Scott International"), and LONGWOOD INTERNATIONAL, INC., a Delaware corporation ("Longwood International") (Holdings, Longwood, Fairprene, Engineered, Expat, Scott, Scott International and Longwood International are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

**RECITALS**

A. Holdings, Longwood and the other borrowers from time to time signatory thereto (collectively, the "Original Borrowers"), the lenders from time to time signatory thereto (collectively, the "Original Lenders"), and Heller Financial, Inc., a Delaware corporation (in its individual capacity, "Heller"), as agent (in such capacity, "Original Agent") for Original Lenders, entered into that certain Third Amended and Restated Credit Agreement dated as of May 31, 2000, as amended to date (collectively, as so amended, the "Original Credit Agreement").

B. In order to secure Original Borrowers' obligations under the Original Credit Agreement, Engineered executed and delivered to Original Agent as "Grantee" thereunder, for itself and Original Lenders, that certain (i) Patent Security Agreement dated as of May 31, 2000 (such agreement, as amended to date, the "Original Patent Security Agreement"), (ii) Trademark Security Agreement dated as of May 31, 2000 (such agreement, as amended to date, the "Original Trademark Security Agreement"), and (iii) Copyright Security Agreement dated as of May 31, 2000 (such agreement, as amended to date, the "Original Copyright Security Agreement") (the Original Patent Security Agreement, the Original Trademark Security Agreement and the Original Copyright Security Agreement are referred to herein individually as an "Original Intellectual Property Security Agreement" and collectively, the "Original Intellectual Property Security Agreements").

C. On the date hereof, the Original Lenders assigned all of their respective right, title and interest in and to the "Loans" and the "Loan Documents" under and as defined in the Original Credit Agreement to the Lenders (the "Loan Purchase Transaction") and, in connection therewith, Heller, in its capacity as Original Agent, resigned and GE Capital was appointed as successor agent to Original Agent. By virtue of the Loan Purchase Transaction, Agent is the "Grantee" under and as defined in the Original Intellectual Property Security Agreements for the benefit of itself and Lenders.

D. Concurrently herewith, (i) the Original Credit Agreement is being amended and restated pursuant to that certain Amended and Restated Credit Agreement of even date herewith by and among Grantors, Agent, Dymas Funding Company, LLC, as lead arranger and co-agent (in such

AMENDED AND RESTATED IP SECURITY AGREEMENT

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**TRADEMARK  
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capacity, "Co-Agent") for Lenders, and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (ii) Longwood International and Expat will execute and deliver that certain Amended and Restated Guaranty of even date herewith in favor of Agent, for itself and the benefit of Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), and under such agreements Agent, Co-Agent and Lenders have agreed to make certain financial accommodations to or for the direct or indirect benefit of Grantors, all as more particularly set forth herein.

E. The parties now desire to (i) with respect to Engineered, continue in effect the Liens originally granted in favor of Original Agent, for itself and the benefit of Original Lenders, under the Original Intellectual Property Security Agreements, which Liens are (by virtue of the Loan Purchase Transaction) now in favor of Agent, for itself and the benefit of Lenders, as set forth herein, and (ii) with respect to Holdings, Longwood, Fairprene, Expat, Scott, Scott International and Longwood International, grant to Agent, for itself and the benefit of Lenders, a continuing Lien on the Intellectual Property Collateral (as defined below) owned by such Grantors to secure the Obligations. The parties intend that this Agreement amend and restate each of the Original Intellectual Property Security Agreements. These Recitals shall be construed as part of this Agreement.

#### 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, each Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

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

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

AMENDED AND RESTATED IP SECURITY AGREEMENT

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**TRADEMARK**  
**REEL: 002918 FRAME: 0857**

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Without limiting the generality and effectiveness of the foregoing, Engineered hereby acknowledges, confirms, ratifies and reaffirms all of the terms and conditions set forth in, and all of its obligations under, the Original Intellectual Property Security Agreements, as amended and restated hereby, including the continuing validity of the Liens granted by it under the Original Intellectual Property Security Agreements, as amended and restated hereby, and all financing statements and other documents of assignment, perfection, and priority executed and delivered by it pursuant to the Original Security Agreement. The financing statements and other documents of assignment, perfection, and priority executed and delivered pursuant to the Original Intellectual Property Security Agreements shall continue in effect with respect to the Liens of Agent, for itself and the benefit of Lenders, in and to the Intellectual Property Collateral. Each Grantor hereby agrees that all "Patent Collateral" (under and as defined in the Original Patent Security Agreement), "Trademark Collateral" (under and as defined in the Original Trademark Security Agreement) and "Copyright Collateral" (under and as defined in the Original Copyright Security Agreement) is and shall continue to serve as security for the Obligations.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Second Amended and Restated Security Agreement of even date herewith between Grantors and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

4. Amendment and Restatement. This Agreement amends and restates in its entirety each of the Original Intellectual Property Security Agreements. Neither this Agreement, the Credit Agreement nor any of the other Loan Documents being executed in connection herewith shall constitute an accord and satisfaction or a novation of the obligations evidenced by any of the Original Intellectual Property Security Agreements or the other "Loan Documents" (as such term is defined in the Original Credit Agreement). All obligations under and as defined in any of the Original Intellectual Property Security Agreements that remain outstanding as of the Closing Date shall be governed by the terms of this Agreement, the Credit Agreement and the other Loan Documents.

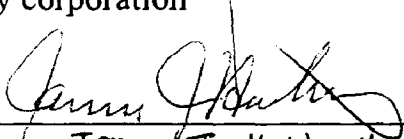
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AMENDED AND RESTATED IP SECURITY AGREEMENT


IN WITNESS WHEREOF, the parties have executed this Amended and Restated Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

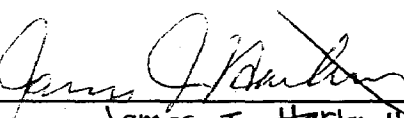
LONGWOOD INDUSTRIES, INC., a New Jersey corporation

By:   
Name: James J. Hartnett  
Title: CFO

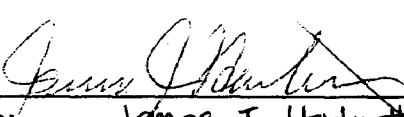
LONGWOOD ELASTOMERS, INC., a Virginia corporation

By:   
Name: James J. Hartnett  
Title: CFO

FAIRPRENE INC., a Delaware corporation

By:   
Name: James J. Hartnett  
Title: CFO

LONGWOOD ENGINEERED PRODUCTS, INC., a Delaware corporation

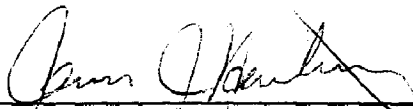
By:   
Name: James J. Hartnett  
Title: CFO

[SIGNATURES CONTINUED ON FOLLOWING PAGE]


AMENDED AND RESTATED IP SECURITY AGREEMENT

TRADEMARK  
REEL: 002918 FRAME: 0859


LONGWOOD EXPAT SERVICES, INC., a Delaware corporation

By:   
Name: James J. Hartnett  
Title: CFO


SCOTT OFFICE SYSTEMS, LLC, a New Jersey limited liability company

By:   
Name: James J. Hartnett  
Title: CFO

SCOTT OFFICE SYSTEMS INTERNATIONAL, INC., a Delaware corporation

By:   
Name: James J. Hartnett  
Title: CFO

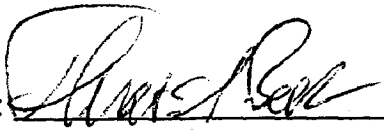
LONGWOOD INTERNATIONAL, INC., a Delaware corporation

By:   
Name: James J. Hartnett  
Title: CFO

Agreed and Acknowledged by:

“Agent”

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

By:   
Name: Thomas S. Beck  
Duly Authorized Signatory

AMENDED AND RESTATED IP SECURITY AGREEMENT

TRADEMARK  
REEL: 002918 FRAME: 0860



**Schedule I**  
**to**  
**Amended and Restated Patent,**  
**Trademark and Copyright Security Agreement**

**PART A**

**PATENTS**

**See attached**

LONGWOOD ACTIVE ISSUED PATENTS

Title	Patent No.	Issue Date	Country	Owner
Method for forming a fiber composite sealing element	5,004,513	4/2/1991	US	Longwood Elastomers, Inc.
Thermoplastic Diaphragm	4,864,918	9/12/1989	US	Longwood Elastomers, Inc.
Elastomeric Bearing System	580364	12/18/1985	Australia	Longwood Elastomers, Inc.
Elastomeric Bearing System	4,623,267	11/18/1986	US	Longwood Elastomers, Inc.
Elastomeric Bearing System	4,749,286	6/7/1988	US	Longwood Elastomers, Inc.
Fiber Composite Sealing Element	5,028,056	7/2/1991	US	Longwood Elastomers, Inc.
Inflatable Packer Element	1,221,027	4/28/1987	Canada	Longwood Elastomers, Inc.
Barrier Fabrics and Methods of Making Same	5,236,532	8/17/1993	US	Fairprene, Inc. & Standard Textiles Company
Composite Vacuum Bag Material Having Breather Surface	4,702,376	10/27/1987	US	Fairprene, Inc.
Thin-Walled Brake Diaphragm	6,212,996	4/10/2001	US	Longwood Industries, Inc.
Rubber Surface Having Non-Stick Ply Turned-Up*	5,250,142	10/5/93	US	Longwood Elastomers, Inc.

1 2 3 4 5 6 7 8 9

\*Case being handled by Jones, Day, Reavis & Pogue

LONGWOOD PENDING PATENT APPLICATIONS

Title	Appln. No.	Filing Date	Country	Description	Owner
Thin-Walled Brake Diaphragm	2377990	5/25/2000	Canada	Fabric reinforced brake diaphragm has thin bottom planar wall and thin annular sidewall with a thickness of about 0.06-0.10 inches	Longwood Industries, Inc.
Thin-Walled Brake Diaphragm	PA/a/2001/013404	5/25/2000	Mexico	Fabric reinforced brake diaphragm has thin bottom planar wall and thin annular sidewall with a thickness of about 0.06-0.10 inches	Longwood Industries, Inc.
Thin-Walled Brake Diaphragm	09/764,603	1/18/2001	US	Fabric reinforced brake diaphragm has thin bottom planar wall and thin annular sidewall with a thickness of about 0.06-0.10 inches	Longwood Industries, Inc.
Molded Objects	2002225815	12/3/2001	Australia	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.
Molded Objects	PCT/US01/45405	12/3/2001	Canada	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.
Molded Objects	PCT/US01/45405	12/3/2001	China	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.

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LONGWOOD PENDING PATENT APPLICATIONS (continued)

Title	Appln. No.	Filing Date	Country	Description	Owner
Molded Objects	01995202.2	12/3/2001	Europe	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.
Molded Objects	582/KOL NP/03	12/3/2001	India	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.
Molded Objects	PCT/US01/4 5405	12/3/2001	Japan	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.
Molded Objects	10-2003-7007464	12/3/2001	Korea	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.
Molded Objects	PA/a/2003/0 05095	12/3/2001	Mexico	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.

Schedule I  
to  
Amended and Restated Patent,  
Trademark and Copyright Security Agreement

**PART B**

**TRADEMARKS**

See attached

LONGWOOD PENDING PATENT APPLICATIONS (continued)

Title	Appln. No.	Filing Date	Country	Description	Owner
Molded Objects	525701	12/3/2001	New Zealand	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.
Molded Objects	09/732,820	12/8/2000	US	Objects having the look and feel of clay or terra cotta, but with improved thermal and mechanical stability, are molded from compositions containing a vulcanizable elastomer, a mineral filler and pigment	Longwood Industries, Inc.

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PATENT & TRADEMARK CHARTS -- LONGWOOD 9.0-001 -- 7\_17\_03.DOC

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**Schedule I**  
to  
Amended and Restated Patent,  
Trademark and Copyright Security Agreement

**PART C**

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None