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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 and file original documents or copy thereof.

1. Name of conveying party(ies):

SUNTRUST BANK

- ☐ 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 OF SECURITY INTEREST IN TRADEMARKS

Execution Date: 7/19/04

2. Name and address of receiving party(ies)

Name: ZOHAR CDO 2003-1 LIMITED

Internal

Address: C/O PATRIARCH PARTNERS VIII, LLC

Street Address: 112 SO. TRYON ST. SUITE 700

City: CHARLOTTE State: NC Zip: 28284

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other CAYMAN EXEMPTED COMPANY

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)

2,104,137, 1,725,336 & 335,218

Additional number(s) attached ☐ Yes ☒ No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple
Signature

8/24/04

Date

Total number of pages including cover sheet, attachments, and document: 6

09/13/2004 DBYRNE 00000070 2104137

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP

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



08-27-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #39

TRADEMARK

REEL: 003050 FRAME: 0149

Designation of Domestic Representative

Zohar CDO 2003-1, Limited ("Zohar") hereby designates Patriarch Partners VIII, LLC, whose postal address is 112 South Tryon Street, Suite 700, Charlotte, North Carolina 28284, as its representative upon whom notice or process may be served in connection with the attached assignments of security interests in favor of Zohar.

Date: August 20, 2004

ZOHAR CDO 2003-1, LIMITED

By: 

Name:

Title:

Chris Watler
Director

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is dated as of July 19, 2004 and made by SunTrust Bank, as resigning administrative agent under the Credit Agreement defined below (in such capacity, the "Resigning Agent"), in favor of Zohar CDO 2003-1, Limited ("Zohar"), as successor administrative agent under the Credit Agreement (in such capacity, the "Successor Agent").

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of November 13, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by Engineered Materials Solutions, Inc. ("EMS") in favor of the Resigning Agent, EMS granted to the Resigning Agent, for the benefit of the Lenders (as defined below), a first priority security interest in all of its trademarks and trademark applications;

WHEREAS, pursuant to that certain Letter Agreement, dated as of May 4, 2004 (the "Letter Agreement"), among the Resigning Agent, the Successor Agent and EMS, (i) the Resigning Agent resigned as administrative agent under the Credit Agreement, dated as of November 13, 2000 (the "Credit Agreement"), among EMS, the lenders party thereto (collectively, the "Lenders"), the issuing banks party thereto (collectively, the "Issuing Banks") and the Resigning Agent, and (ii) the Successor Agent was appointed, and accepted such appointment, as successor administrative agent under the Credit Agreement, in each case effective as of May 5, 2004;

WHEREAS, pursuant to the Letter Agreement, (i) the Resigning Agent agreed to transfer to the Successor Agent all items of Collateral (as defined in the Credit Agreement), including, without limitation, its security interests under the Trademark Security Agreement and in the trademarks and trademark applications listed on Schedule 1 attached hereto (collectively, the "Trademark Rights"), and (ii) EMS consented to such transfer of the security interests in the Trademark Rights;

WHEREAS, the parties now wish to effectuate the assignment of the security interests in the Trademark Rights from the Resigning Agent to the Successor Agent by filing this Assignment with the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent hereby assigns and transfers unto the Successor Agent its security interests in the Trademark Rights.

The Resigning Agent hereby requests the Commissioner of Patents and Trademarks to record the Successor Agent as the assignee of the Resigning Agent's security interests in the Trademark Rights.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, the Resigning Agent has executed this Assignment of Security Interest in Trademarks as of the date first above written.

SUNTRUST BANK

By: [Signature]
Name: J. Christopher Deisley
Title: Managing Director

STATE OF Georgia)
) ss:
COUNTY OF Fulton)

On this 19 day of July, 2004, there appeared before me J. Christopher Deisley, personally known to me (or proved to me on the basis of satisfactory evidence), who acknowledged that he signed the foregoing Assignment as his or her voluntary act and deed on behalf and with full authority of SunTrust Bank.

[Signature]
Notary Public
My Commission expires:

Schedule 1
to
Trademark Security Agreement

Trademarks Currently in Use

Trademark	Country	Class	Registration No.
DURAFOIL	United States	6	2,104,137
SILVAR	United States	9	1,725,336
TRUFLEX	Argentina	20	Replaced by Class 11
	Argentina	14	Replaced by Class 6
	Argentina	11	1,468,910
	Argentina	6	1,468,911
TRUFLEX	Australia	6	A121,916
TRUFLEX	Benelux	6	047,976
TRUFLEX	Brazil	6	217,6262
TRUFLEX	Canada	6	UCA 10519
TRUFLEX	France	6	1,336,067
TRUFLEX	Germany	6	681,332
	Germany	14	681,332
TRUFLEX	Italy	6	613,902
TRUFLEX	Japan	6	1649897
TRUFLEX	Spain	6	346,543
TRUFLEX	Sweden	6	251,318
TRUFLEX	United Kingdom	6	691,221
TRUFLEX	United States	6	335,218

Trade Names

None.

Trademarks Not Currently In Use

None.

Trademark Applications

None.

Trademark Security Agreement