

12-21-2005



REC'D  
**TRADEMARKS**  
103142763

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-19-05

**1. Name of conveying party(ies):**

Johnson Rubber Company, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) December 8, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The CIT Group/Business Credit, Inc.  
 Internal  
 Address: Attn: Regional Credit Manager  
 Street Address: 1211 Avenue of the Americas  
 City: New York  
 State: New York  
 Country: United States of America Zip: 10036

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See attached

B. Trademark Registration No.(s)  
See attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached

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

Name: Kronish Lieb Weiner & Hellman LLP

Internal Address: Attn: Damian Najman

Street Address: 1114 Avenue of the Americas

City: New York

State: New York Zip: 10036-7798

Phone Number: \_\_\_\_\_

Fax Number: (212) 479-6275

Email Address: dnajman@kronishlieb.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

D. Najman  
Signature

December 13, 2005

Date

Damian Najman

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/20/2005 ECDOOPER 0000053 76479757

01 FC:8521  
02 FC:8522

40.00 OP  
125.00 OP

**4. Application and Registration Numbers of the Trademarks (cont.)**

A. Trademark Applications

76479757: Johnson Rubber Company (and logo)

B. Trademark Registrations

2816211: Johnson Rubber Company (and logo)

2816212: Johnson Rubber

2841956: Johnson Rubber

2821460: Innovative Design and Polymer Solutions

0885386: Johnson

SCHEDULE 1A

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark and Trademark Applications Owned by Johnson Rubber Company, Inc.:

<b>Docket No.</b>	<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Regn. No.</b>	<b>Regn. Date</b>
JR0012US	United States	JOHNSON RUBBER COMPANY (AND LOGO)	76/426,431	01JL2002	2,816,211	24FE2004
JR0012US.1	United States	JOHNSON RUBBER COMPANY (AND LOGO)	76/479,757	02JA2003		
JR0013US	United States	JOHNSON RUBBER	76/426,433	01JL2002	2,816,212	24FE2004
JR0013US.1	United States	JOHNSON RUBBER	76/499,452	21MR2003	2,841,956	11MY2004
JR0020US	United States	INNOVATIVE DESIGN AND POLYMER	76/012,693	29MR2000	2,821,460	09MR2004
JR6175US	United States	JOHNSON	72/295,146	08AP1968	885,386	03FE1970

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Johnson Rubber Company, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Financing Agreement, dated as of December 8, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement") with The CIT Group/Business Credit, Inc., a New York corporation, ("CIT") and any other entity becoming a Lender under the Financing Agreement (together with CIT, each such entity individually, a "Lender" and collectively, the "Lenders"), and CIT as Agent for the Lenders (in such capacity, the "Agent");

WHEREAS, pursuant to the Financing Agreement, the Assignor has assigned and granted to the Agent, for the benefit of the Lenders, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Financing Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge and grant to the Agent a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. For the avoidance of doubt the Assignor makes no assignment nor grants any right to assign or perform any other action with respect to any intent to use trademark applications.

Upon the indefeasible satisfaction in full of the obligations of Assignor pursuant to the terms of the Financing Agreement (i) this Trademark Security Agreement and the security interests created hereby shall terminate and all rights to the Collateral shall revert to the Assignor and (ii) Agent shall (a) return to the Assignor all of the Collateral and (b) execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

This Trademark Security Agreement will be governed by the laws of the State of New York without regard to its principles of conflict of laws other than Sections 5-1401 and 5 1402 of the New York General Obligations Law.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of December 8, 2005.

**JOHNSON RUBBER COMPANY, INC.**

By: Elizabeth A. Burgess  
Name: Elizabeth A. Burgess  
Title: Vice President

ADRIENNE BUCKMAN  
Notary Public, State of New York  
No. 01BU6135286  
Qualified in New York County  
Commission Expires Oct. 17, 2009

STATE OF New York  
COUNTY OF New York

ss.:

Adrienne Buckman

On this 8 day of December, 2005, before me personally came Elizabeth A. Burgess, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of Johnson Rubber Company, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Johnson Rubber Company, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.