TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Burke Industries (Delaware), Inc. Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burke Industries (Delaware), Inc.		06/20/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Institution:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0867442	ARGONAUT
Registration Number:	1671241	BURKE
Registration Number:	1063868	BURKE INDUSTRIES
Registration Number:	2598053	BURKE MERCER
Registration Number:	1339210	BURKEBASE
Registration Number:	1372591	DOCKSIDERS
Registration Number:	3234504	ECOSCORE
Registration Number:	1188755	ENDURA
Registration Number:	1787537	FLECKSIBLES
Registration Number:	1355586	MAXXI-TREAD
Registration Number:	1851494	MERCER
Registration Number:	2611504	MIRROR-FINISH
Registration Number:	1518089	ROULEAU
Registration Number:	1651500	RUBBERMYTE

CH $540.00 0867442

Registration Number:	1829424	UNI-COLOR
Registration Number:	3359093	UNI-STEP
Registration Number:	1737636	VAC-Q-ROOF
Registration Number:	3359028	STEP-BOND
Registration Number:	0861475	MERCER FRICTION GRIP
Serial Number:	77446019	CORNER-READY
Serial Number:	77446008	ECOFITNESS

CORRESPONDENCE DATA

Fax Number: (212)836-6337

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-836-7319

Email: psomelofske@kayescholer.com

Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

Address Line 1: 425 Park Avenue

Address Line 2: 16-06

Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	03191-0069
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	06/24/2008

Total Attachments: 12

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BURKE INDUSTRIES (DELAWARE), INC.
TRADEMARK SECURITY AGREEMENT

(2008 TRANSACTION)

THIS TRADEMARK SECURITY AGREEMENT (2008 TRANSACTION) (this "Trademark Security Agreement") made as of the 20th day of June, 2008, by and between BURKE INDUSTRIES (DELAWARE), INC., a Delaware corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("Borrower"), and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as Agent (together with any successor in such capacity, the "Agent") for the Lenders, with an office at 335 Madison Avenue, New York, New York, 10017.

W I T N E S S E T H:

WHEREAS, Borrower is the owner of certain trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, has rights under or interests in certain trademark license agreements or service mark license agreements with other parties and has an interest in other trademark rights and other items related to the foregoing;

WHEREAS, simultaneously with the execution and delivery of this Trademark Security Agreement, Borrower, Mannington Mills, Inc. ("MMI"), the Lenders and Agent are entering into a Fourth Amended and Restated Loan Agreement (as from time to time amended, modified, restated or supplemented, the "Fourth Amended and Restated Loan Agreement"), dated as of the date hereof, and Borrower and certain of Borrower's affiliates are entering into a joinder agreement, dated as of the date hereof (the "Joinder"), to the Third Amended and Restated Security Agreement, dated as of December 16, 2005, among MMI, certain subsidiaries of MMI and Agent (as from time to time amended, modified, restated or supplemented (including by the Joinder), the "Third Amended and Restated Security Agreement");

WHEREAS, the Lenders and Agent have required, as a condition to their entering into and advancing funds under the Fourth Amended and Restated Loan Agreement, that Borrower execute and deliver to Agent this Trademark Security Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Obligations;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and Agent to enter into the Fourth Amended and Restated Loan Agreement and to make Loans to Borrower and the other Borrowers thereunder and issue Letters of Credit, Borrower hereby agrees with Agent, for the benefit of Agent and the ratable benefit of the Lenders, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Fourth Amended and Restated Loan Agreement shall have the meaning specified for such term in the Fourth Amended and Restated Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(c) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Trademark Security Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Fourth Amended and Restated Loan Agreement. The Fourth Amended and Restated Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Agent, for the benefit of the Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, service marks, registered service marks, service mark applications and goodwill, together with the other items described in clauses (i)-(iv) in this paragraph 4(a), are hereinafter individually and/or collectively referred to as the "Trademarks");

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, the trademark license agreements and service mark license agreements relating to the manufacturing process listed on Schedule A attached hereto and made a part hereof, together with all renewals

thereof and any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by any such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and

(c) all other trademark and service mark rights and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records describing or used in connection with any and all such rights, interests, assets or property (any or all of the foregoing are hereinafter referred to collectively as "Other Trademark Rights").

5. Restrictions on Future Agreements. Borrower will not (i) enter into any agreement, including, without limitation, any agreement in which Borrower agrees to sell or assign its interest in, or grant any license under, any of the Trademarks, Licenses or Other Trademark Rights, (a) which could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (b) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing, and Borrower further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Trademark Security Agreement or the rights associated with those Trademarks, Licenses or Other Trademark Rights, or (ii) sell, mortgage, pledge, assign, encumber, grant a security interest in, transfer, license, alienate, assign its interest in, or grant any license under any of the Trademarks, Licenses or Other Trademark Rights except as expressly permitted under the Fourth Amended and Restated Loan Agreement, provided however, that Borrower shall have the right to license the use of the Trademarks in the ordinary course of its business.

6. New Trademarks, Licenses and Other Trademark Rights. Borrower represents and warrants that (a) the Trademarks and Licenses listed on Schedule A of this Trademark Security Agreement include substantially all of the registered trademarks, trademark applications, registered service marks and service mark applications and manufacturing process Licenses now owned by Borrower, (b) to its actual knowledge, the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (c) to its actual knowledge, each of the issued Trademarks is valid and enforceable; (d) to its actual knowledge, there is no infringement by others of the issued Trademarks and (e) no liens, claims or security interests have been granted by Borrower to any Person in such Trademarks, Licenses and Other Trademark Rights, other than to Bank of America as Agent under the Fourth Amended and Restated Loan Agreement. If, prior to the termination of this Trademark Security Agreement, Borrower shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, (ii) become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or Other Trademark Rights, or (iii) enter into any new trademark license agreement or service mark

license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Borrower shall give to Agent written notice of events described in clauses (i), (ii) or (iii) of the preceding sentence as set forth in Section 5.2(l) of the Fourth Amended and Restated Loan Agreement. Borrower hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks, service mark applications, trademark license agreements or service mark license agreements or license renewals (with regards to trademark or service mark licenses, relating to the manufacturing process), whether as licensee or licensor, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Borrower hereby agrees that the use by Agent on behalf of the Lenders of the Trademarks, Licenses and Other Trademark Rights as authorized hereunder in connection with the exercise of its remedies under paragraph 15 hereof, pursuant to Section 9.2 of the Fourth Amended and Restated Loan Agreement or pursuant to Section 23 of the Third Amended and Restated Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

8. Right to Inspect. Agent may at all reasonable times (and at any time when a Default or Event of Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks, Licenses and Other Trademark Rights, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Licenses or Other Trademark Rights or in connection with which such Trademarks, Licenses or Other Trademark Rights are used. Borrower agrees not to change the quality of such products in any material adverse respect except (i) as necessary in its reasonable business judgment, provided that no Event of Default shall have occurred and be continuing or (ii) with Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Trademark Security Agreement is made for collateral security purposes only. This Trademark Security Agreement shall create a continuing security interest in the Trademarks, Licenses and Other Trademark Rights and shall remain in full force and effect until the payment in full of all of the Obligations and termination of the Fourth Amended and Restated Loan Agreement. Upon payment in full of all of the Obligations and termination of the Fourth Amended and Restated Loan Agreement, this Trademark Security Agreement shall terminate and Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Licenses and Other Trademark Rights, subject to any disposition thereof which may have been made by Agent pursuant to this Trademark Security Agreement, the Third Amended and Restated Security Agreement or the Fourth Amended and Restated Loan Agreement.

10. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Trademark Security Agreement, (ii) make application for trademarks or service marks and (iii) use commercially reasonable efforts to maintain in full force and effect the Trademarks, Licenses and Other Trademark Rights that are or shall be necessary or economically desirable in the operation of Borrower's business. Borrower further agrees not to abandon any Trademarks or (except in the ordinary course of Borrower's business) License (x) if such event could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (y) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing. Any expenses incurred in connection with the foregoing shall be borne by Borrower.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Licenses and Other Trademark Rights and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, Attorney Costs).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Trademark Security Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Trademark Security Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

14. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence of an Event of Default, Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and

lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Licenses or Other Trademark Rights, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Licenses or Other Trademark Rights to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Licenses (to the extent permitted under such License) or Other Trademark Rights to anyone on commercially reasonable terms, (iv) revise, update, amend, complete, file or record the Assignment of Trademark and Trademark Licenses Registrations and Applications attached as Exhibit A hereto, as Agent may determine to be necessary or desirable to assign or otherwise transfer the Trademarks, Licenses and Other Trademark Rights covered by this Trademark Security Agreement to any Person, including, without limitation, Agent or any Lender and (v) take any other actions with respect to the Trademarks, Licenses or Other Trademark Rights as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (i), (ii), (iii), (iv), or (v) of this paragraph 15 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks, Licenses or Other Trademark Rights. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Fourth Amended and Restated Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Fourth Amended and Restated Loan Agreement or the Third Amended and Restated Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks, Licenses or Other Trademark Rights may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Part 6 of Article 9 of the UCC with respect to the Trademarks, Licenses and Other Trademark Rights, Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks, Licenses and Other Trademark Rights to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments (in addition to the Assignment of Trademark and Trademark Licenses Registrations and Applications attached as Exhibit A hereto) as may be necessary, in Agent's determination, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Licenses and Other Trademark Rights, whether established hereby, by the Fourth Amended and Restated Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Trademark Security Agreement, the Fourth Amended and Restated Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Trademark Security Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Borrower's successors and assigns shall include, without limitation, a

receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assignee of the Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

17. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Fourth Amended and Restated Loan Agreement.

19. Agent's Duty. Agent shall not have any duty with respect to the Trademarks, Licenses or Other Trademark Rights. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Licenses or Other Trademark Rights against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

22. Further Assurances. Borrower hereby covenants and agrees that it shall execute and deliver such documents and instruments, and hereby authorizes Agent, in its own name or on behalf of Borrower, to execute and deliver such documents and instruments, at Borrower's expense, as Agent deems necessary or proper to give effect to the provisions of this Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

BURKE INDUSTRIES (DELAWARE), INC.,
a Delaware corporation

By _____
Name: Francis J. Norris
Title: Treasurer and Assistant Secretary

Accepted and agreed to as of
the date first written above, by:

BANK OF AMERICA, N.A., as Agent

By _____
Name: Robert Scalzitti
Title: Vice President

TRADEMARK
REEL: 003802 FRAME: 0166

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

BURKE INDUSTRIES (DELAWARE), INC.,
a Delaware corporation

By _____
Name: Francis J. Norris
Title: Treasurer and Assistant Secretary

Accepted and agreed to as of
the date first written above, by:

BANK OF AMERICA, N.A., as Agent

By _____
Name: Robert Scalzitti
Title: Vice President

Schedule A

to

Trademark Security Agreement

U.S.

ARGONAUT, Reg. 0867442

BURKE, Reg. 1671241

BURKE INDUSTRIES (STYLIZED), Reg. 1063868

BURKE MERCER, Reg. 2598053

BURKEBASE, Reg. 1339210

CORNER-READY, App. 77446019

DOCKSIDERS (STYLIZED), Reg. 1372591

ECOFITNESS, App. 77446008

ECOSCORE (AND DESIGN), Reg. 3234504

ENDURA, Reg. 1188755

FLECKSIBLES, Reg. 1787537

MAXXI-TREAD, Reg. 1355586

MERCER, Reg. 1851494

MIRROR-FINISH, Reg. 2611504

ROULEAU, Reg. 1518089

RUBBERMYTE, Reg. 1651500

UNI-COLOR, Reg. 1829424

UNI-STEP, Reg. 3359093

VAC-Q-ROOF, Reg. 1737636

STEP-BOND, Reg. 3359028

MERCER FRICTION GRIP, Reg. 0861475

Foreign

Trademark	Registration No.	Jurisdiction
“Berkeemerge” (in English)	4264498	Japan
“Berkeemerge” (in Katakana)	4288234	Japan
“Endura”	11400/97	Hong Kong
“Endura”	345,455	Korea
“Endura”	4,088,520	Japan
“Endura”	1,300,378	China
“Endura”	736,429	Taiwan
“Burkebase”	74546	California
“Rouleau”	85738	California

Pending Trademarks

Trademark	Application No.	Jurisdiction
“Corner-Ready”	77446019	U.S.
“Ecofitness”	77446008	U.S.

LICENSE AGREEMENTS

Borrower as Licensee

Borrower as Licensor

See Schedule to Joinder

Exhibit A
to
Trademark Security Agreement

ASSIGNMENT OF TRADEMARK AND TRADEMARK LICENSE REGISTRATIONS AND APPLICATIONS

WHEREAS, BURKE INDUSTRIES (DELAWARE), INC. ("Assignor"), a Delaware corporation with an address at 75 Mannington Mills Road, Salem, New Jersey 08079, has adopted, used and is using certain Trademarks and Trademark Licenses listed on Schedule A annexed hereto and has made applications to use certain Trademarks and Trademark Licenses listed on such Schedule, such Schedule being made a part hereof (the Trademarks and Trademark Licenses, collectively, the "Trademarks and Licenses"), all of which are registered or filed in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to _____ all of its right, title and interest in and to each of the Trademarks and Licenses together with the goodwill of the business symbolized by the Trademarks and Licenses, and their respective federal registrations.

DATED: _____ __,

ATTEST:

BURKE INDUSTRIES (DELAWARE), INC.

By _____

By _____
Francis J. Norris
Treasurer and Assistant Secretary

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