

RE

07-29-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 06/04)
OMB Collection 0861-0027 (ex p. 6/30/2005)



103569005

To the director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

7/27/09

1. Name of conveying party(ies)/Execution Date(s):

American Biltrite Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) June 30, 2009

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Wachovia Bank, National Association

Internal Address: _____

Street Address: 1133 Avenue of the Americas

City: New York

State: NY

Country: USA

Zip: 10036

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship

Other Citizenship

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 Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,065.-

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

8. Payment information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 11/09

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Kareem Ansley
Signature

7/1/09
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

fee ok

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

Mark	Juris- diction	Serial No./ Filing Date	Reg. No.	Reg. Date	Status	Record Owner
AB & Design	U.S.	73-549,499 7/22/1985	1,408,505	09/09/1986	Registered	American Biltrite Inc.
AB ELECTROSTATI C & Design	U.S.	74-588,295 10/17/1994	2,030,755	01/14/1997	Registered	American Biltrite Inc.
AMERICAN BILTRITE INC.	U.S.	76-303,725 8/23/2001	2,796,653	12/23/2003	Registered	American Biltrite Inc.
AUTOWRAP	U.S.	75-414,987 1/7/1998	2,308,378	01/18/2000	Registered	American Biltrite Inc.
AUTOWRAPs	U.S.	78-450,711 7/14/2004	2,992,463	9/6/2005	Registered	American Biltrite Inc.
BULL DOG	U.S.	73-199,066 1/5/1979	1,370,132	11/12/1985	Registered	American Biltrite Inc.
BULL DOG BWH DEPENDABLE RUGGEDNESS & Design	U.S.	71-552,114 3/17/1948	516,241	10/11/1949	Registered	American Biltrite Inc.
COLOR THRU	U.S.	74-725,811 9/6/1995	2,114,548	11/18/1997	Registered	American Biltrite Inc.
COLORS PLUS	U.S.	74-721,142 9/23/1997	2,099,995	09/23/1997	Registered	American Biltrite Inc.
DESERT STONE	U.S.	78-750,169 11/9/2005	3,207,915	2/13/2007	Registered	American Biltrite Inc.
DURASHIELD	U.S.	74-652,270 3/28/1995	2,061,961	05/13/1997	Registered	American Biltrite Inc.
DURASPORT	U.S.	77-080,536 1/11/2007	3,322,820	10/30/2007	Registered	American Biltrite Inc.
DURASTEP	U.S.	73-456,944 12/14/1983	1,311,108	12/25/1984	Registered	American Biltrite Inc.
ESTRIE	U.S.	74-123,807 12/17/1990	1,822,048	02/15/94	Registered	American Biltrite Inc.
FLEX SEAL	U.S.	75-643,244 2/18/1999	2,413,067	12/12/2000	Registered	American Biltrite Inc.
IDEAL SEAL	U.S.	74-128,759 1/8/1991	1,733,032	11/17/1992	Registered	American Biltrite Inc.

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Mark	Jurisdiction	Serial No./ Filing Date	Reg. No.	Reg. Date	Status	Record Owner
INTERFUSE	U.S.	78-269,051 7/1/2003	2,986,243	8/16/2005	Registered	American Biltrite Inc.
IT	U.S.	74-682,886 6/1/1995	1,991,063	08/06/1996	Registered	American Biltrite Inc.
IT	U.S.	73-020,182 4/30/1974	1,015,290	07/08/1975	Registered	American Biltrite Inc.
KENTILE	U.S.	78-366,246 2/11/2004	2,984,200	8/9/2005	Registered	American Biltrite Inc.
LABELRITE	U.S.	78-638,841 5/27/2005	3,269,580	7/24/2007	Registered	American Biltrite Inc.
LINAIRE	U.S.	77-311,757 10/24/2007			Pending - Intent to Use	American Biltrite Inc.
MARATHON	U.S.	72-194,959 6/5/1964	787,062	03/23/1965	Registered	American Biltrite Inc.
MARATHON DURAMED	U.S.	78-550,073 1/19/2005	3,152,076	10/3/2006	Registered	American Biltrite Inc.
MARATHON MOSAIC	U.S.	78-933,910 7/20/2006			Pending	American Biltrite Inc.
MARBLE SUEDE	U.S.	75-481,350 5/7/1998	2,282,947	10/05/1999	Registered	American Biltrite Inc.
MASK RITE	U.S.	76-090,777 7/18/2000	2,721,926	06/03/2003	Registered	American Biltrite Inc.
MIRRA	U.S.	78-201,991 1/10/2003	2,931,711	3/8/2005	Registered	American Biltrite Inc.
PATHRITE	U.S.	74-161,775 4/29/1991	1,709,980	08/25/1992	Registered	American Biltrite Inc.
PROTECRITE	U.S.	73-420,905 4/11/1983	1,320,610	02/19/1985	Registered	American Biltrite Inc.
SONOMA STONE	U.S.	78-354,710 1/21/2004			Pending - Intent to Use	American Biltrite Inc.
SPLICE KING	U.S.	74-329,954 11/9/1992	1,849,285	08/09/1994	Registered	American Biltrite Inc.
STENCILRITE Stylized letters	U.S.	74-090,874 8/24/1990	1,749,378	01/26/1993	Registered	American Biltrite Inc.
STONESCAPE	U.S.	78-663,771 7/5/2005			Pending - Intent to Use	American Biltrite Inc.
TEXAS GRANITE	U.S.	74-416,251 7/22/1993	1,892,695	05/02/1995	Registered	American Biltrite Inc.

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Mark	Jurisdiction	Serial No. Filing Date	Reg. No.	Reg. Date	Status	Record Owner
THERM-X	U.S.	73-330,789 10/2/1981	1,210,480	09/28/1982	Registered	American Biltrite Inc.
TRANSEAL	U.S.	78-216-344 2/19/2003	2,846,846	5/25/2004	Registered	American Biltrite Inc.
TRANSFERRITE & Design	U.S.	73-340,128 12/4/1981	1,250,354	09/06/1983	Registered	American Biltrite Inc.
TRANSFERRITE & Design	U.S.	74-160,414 4/24/1991	1,703,191	07/28/1992	Registered	American Biltrite Inc.
TRUSTAY	U.S.	72-408,304 11/22/1971	956,731	04/10/1973	Registered	American Biltrite Inc.
ULTRA	U.S.	76-109-435 8/15/2000	2,629,058	10/01/2002	Registered	American Biltrite Inc.
VIERA	U.S.	77-242,785 7/31/2007			Pending	American Biltrite Inc.

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of June 30, 2009, is by AMERICAN BILTRITE INC., a Delaware corporation, located at 57 River Street, Wellesley Hills, Massachusetts 02481 (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, located at 1133 Avenue of the Americas, New York, New York 10036, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, Agent and the financial institutions who are parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement).

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a continuing security interest in, a lien upon, and a right of set off against, certain property, including, without limitation, certain of its Intellectual Property, to Agent, for itself and the benefit of the Secured Parties, to secure the payment and performance of the Obligations and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure payment and performance of all Grantor's Obligations, Grantor hereby grants to the Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, a lien upon, and right of set-off against, all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trademark rights and trademark applications, including those referred to on Schedule I hereto, now owned and hereafter arising or acquired;

- (b) all reissues, continuations, continuations-in-part or extensions of the foregoing;
- (c) all rights to sue for past, present or future infringement of any of the foregoing; and
- (d) all proceeds and products of the foregoing.

Notwithstanding anything to the contrary contained in this Section 2, the grant of security hereunder and the term "Trademark Collateral" shall not include any applications for any trademarks that have been filed with the U.S. Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of Grantor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by Grantor to Agent hereunder.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under Section 10 of the Loan Agreement with respect to the Trademark Collateral.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

AMERICAN BILTRITE INC.

By: 

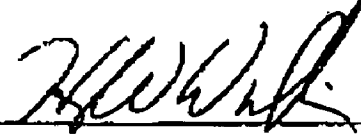
Name: Richard G. Marcus

Title: President

ACKNOWLEDGMENT OF GRANTOR

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF NORFOLK)

On this 23rd Day of June, 2009 before me, Henry W. Winkleman, the undersigned Notary Public personally appeared Richard G. Marcus proved to me through satisfactory evidence of identity, which was personal knowledge to be the person name was signed on the preceding or attached document and who executed the foregoing instrument on behalf of American Biltrite Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

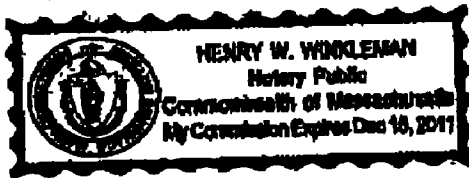


Notary Public

{seal}


My commission expires 12/15/11

[SIGNATURES CONTINUED ON NEXT PAGE]



Signature Page to Trademark Security Agreement - AEI

WACHOVIA BANK, NATIONAL ASSOCIATION, as
Agent

By: 
Name: MARC J. BREWER
Title: Managing Director

[Signature Page to Trademark Security Agreement - ABI]

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN BILTRITE INC., a Delaware corporation ("Debtor"), having an office at 57 River Street, Wellesley Hills, Massachusetts 02481, hereby constitutes and appoints WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, located at 1133 Avenue of the Americas, New York, New York 10036, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as defined in the Security Agreement referred to below) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), and each of Agent's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Trademark Collateral (as defined in the Security Agreement), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Agent, dated as of the date hereof (the "Security Agreement"), and is subject to the terms and provisions thereof. This Power of Attorney may not be revoked until all of Debtor's Obligations (as defined in the Loan Agreement) have been fully and finally discharged and paid.

June __, 2009

AMERICAN BILTRITE INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

ss.

On this ____ day of June, 2009 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Biltrite Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}

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