

06-30-1999



101079793

RECORDED

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

meo 6.24.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Northern Elastomeric, Inc.

06211999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization New Hampshire

Receiving Party

Mark if additional names of receiving parties attached

Name Green Mountain Capital, L.P.

DBA/AK/A/T/A

Composed of

Address (line 1) RD 1, Box 1503

Address (line 2)

Address (line 3) Waterbury
City

VT

State/Country

05676

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Vermont

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

06/29/1999 NTHA11 00000151 75299041

01 FC:481 40.00 OP
02 FC:482 450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Dodd S. Griffith

June 21, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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REGISTRATION FORM
**CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

William Thalheimer

DBA/AKA/TA

Composed of

Address (line 1)

50 Heather Drive

Address (line 2)

Address (line 3)

Rye

City

NH

State/Country

03870

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

AGREEMENT (this "Agreement") dated as of June 21, 1999 made by NORTHERN ELASTOMERIC, INC., a New Hampshire corporation ("Borrower"), in favor of GREEN MOUNTAIN CAPITAL, L.P., William H. Thalheimer, Thomas J. Zickell, and their respective successors, assigns, and other legal representatives (collectively, the "Secured Party").

W I T N E S S E I H:

WHEREAS, Borrower and Secured Party are parties to a Loan and Security Agreement, dated as of even date herewith (the "Purchase Agreement"), and those certain Subordinated Debentures issued by Borrower to the order of Secured Party in connection therewith (the "Notes"), and certain supplements, agreements and instruments entered into pursuant thereto as such may be amended, modified or supplemented from time to time (collectively, with the Purchase Agreement and the Notes, the "Loan Documents"), pursuant to which Secured Party is making certain loans to Borrower; and

WHEREAS, Secured Party's willingness to enter into the Loan Documents and make the loans and credit accommodations available thereunder is subject to the condition, among others, that Borrower execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the agreement of Secured Party to extend credit or other financial accommodations to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party, Borrower hereby agrees for the benefit of Secured Party as follows:

1. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefore in the Loan Documents. In addition, the following terms shall have the meanings set forth in this Section 1:

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

"PTO" shall mean the United States Patent and Trademark Office.

"Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of Borrower, which (i) are set forth on **Schedule A** attached hereto, or (ii) have been adopted, acquired, owned, held or used by Borrower and are now owned, held or used by Borrower, in Borrower's business, or with Borrower's products and services, or in which Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by Borrower in Borrower's business or with Borrower's products and services, or in which Borrower in the future acquires any right, title or interest.

"Trademark Collateral" shall mean all of Borrower's right, title and interest (to the extent Borrower has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

"Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Borrower or Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

"Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

"Use" of any Trademark shall include all uses of such Trademark by, for or in connection with Borrower or its business or for the direct or indirect benefit

of Borrower or its business, including but not limited to all such uses by Borrower itself, by any of the affiliates of Borrower, or by any licensee or contractor of Borrower.

2. GRANT OF SECURITY INTEREST; COLLATERAL ASSIGNMENT.

2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, Borrower hereby unconditionally grants to Secured Party, a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates the Trademark Collateral to the Secured Party.

2.2 Supplemental to Loan Documents. Borrower expressly acknowledge to the Secured Party and agrees that Borrower has delivered the Loan Documents pursuant to which Borrower unconditionally granted to Secured Party a continuing security interest in and first priority lien on the Collateral (including the Trademark Collateral). In no event shall this Agreement, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Documents, the security interest of Secured Party in the Collateral (including the Trademark Collateral) pursuant to the Loan Documents, the attachment and perfection of such security interest under the Code, or the present or future rights and interests of Secured Party in and to the Collateral under or in connection with the Loan Documents, this Agreement and/or the Code. Any and all rights and interests of Secured Party in and to the Trademark Collateral (and any and all obligations of Borrower with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Borrower) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the other Loan Documents.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER. Borrower represents and warrants to, and covenants and agrees with, Secured Party, as follows:

3.1 Title. Borrower shall take all actions necessary to defend its right, title and interests in and to the Trademarks and the Trademark Collateral against claims of any third parties.

3.2 Maintenance of Trademark Collateral. Borrower shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as are necessary to maintain, protect, preserve, care properly for and enforce the Trademarks and the Trademark Registrations, Trademark Rights and to preserve Borrower's rights in the Trademarks.

3.3 Trademark Symbols and Notices; No Abandonment. Borrower has in the past used, and shall in the future use, the Trademarks with the statutory and other appropriate symbols, notices or legends of the registrations and ownership thereof consistent with past practice or as deemed necessary or appropriate by Borrower in its reasonable judgment. Borrower shall not abandon any of the Trademarks, Trademark Registrations or Trademark Rights, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment of any Trademark, Trademark Registration or Trademark Right or loss of or adverse effect on any rights in any Trademark, Trademark Registration or Trademark Right. Prohibited acts of Borrower shall include but not be limited to "assignments in gross" of any Trademark or the license of any Trademark without both appropriate contractual use and quality control provisions and proper monitoring, supervision and enforcement by Borrower of the quality of the licensed goods or services. Borrower shall take all necessary and appropriate actions to insure that none of the Trademarks shall become generic or merely descriptive.

3.4 No Infringements. There is at present no infringement or unauthorized or improper use of the Trademarks or the Trademark Registrations or the Trademark Rights related thereto. In the event any such infringement or unauthorized or improper use by any third party has been reasonably established by Borrower, Borrower shall promptly notify Secured Party.

3.5 Filing for Perfection of Interest. Borrower acknowledges and agrees that Secured Party may cause this Agreement to be recorded with the PTO.

4. RIGHTS OF AND LIMITATIONS ON SECURED PARTY. It is expressly agreed by Borrower that Borrower shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademark Collateral. Secured Party shall not have any obligation or liability under or in relation to the Trademark Collateral by reason of the execution and delivery of or arising out of this Agreement and Secured Party's rights hereunder, or the grant of a security interest by Borrower to Secured Party of, or the receipt in accordance with this Agreement by Secured Party of, any payment relating to any Trademarks, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Borrower relating to the Trademark Collateral or be liable to any party on account of Borrower's use of the Trademark Collateral.

5. REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of and during the continuation of an Event of Default:

(a) Secured Party may declare all Obligations secured hereby immediately due and payable and shall have all of the rights and remedies of a secured party under

the Uniform Commercial Code as now in effect in the State of New Hampshire or under other applicable law.

(b) Secured Party may notify any obligors with respect to the Trademark Collateral of Secured Party's security interest and that such obligors are to make payments directly to Secured Party. Secured Party may send this notice in Borrower's name or in Secured Party's name, and at Secured Party's request Borrower will join in Secured Party's notice, provide written confirmation of Secured Party's security interest and request that payment be sent to Secured Party. Secured Party may enforce this obligation by specific performance. Secured Party may collect all amounts due from such obligors. Upon and after notification by Secured Party to Borrower, Borrower shall hold any proceeds and collections of any of the Trademark Collateral in trust for Secured Party and shall not commingle such proceeds or collections with any other of Borrower's funds, and Borrower shall deliver all such proceeds to Secured Party immediately upon Borrower's receipt thereof in the identical form received and duly endorsed or assigned to Secured Party.

(c) Secured Party will give to Borrower reasonable notice of the time and place of any public sale of Trademark Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of Borrower set forth in this Agreement at least ten (10) days before the time of the proposed sale or disposition. Any such sale may take place from Borrower's location or such other location as Secured Party may designate. Borrower shall remain liable for any deficiency in payment of the Obligations after any such sale.

(d) No Obligation of Secured Party. Nothing herein shall be construed as obligating Secured Party to take any of the foregoing actions at any time.

6. POWER OF ATTORNEY. The provisions of this Section 6 shall be subject in all events to the terms and conditions of the Purchase Agreement.

6.1 Grant. Borrower hereby grants to Secured Party, and any officer or agent of Secured Party as Secured Party may designate in its sole discretion, a power of attorney, thereby constituting and appointing Secured Party (and Secured Party's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of Borrower in and to any of the Trademark Collateral in accordance with the terms hereof. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

6.2 Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate.

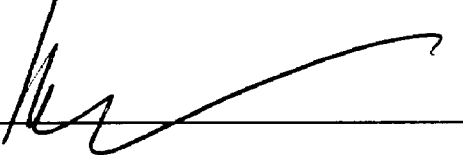
7. GENERAL PROVISIONS.


7.1 Specific Enforcement. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, Borrower agrees that Borrower's agreements, duties and obligations under this Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

WITNESS:

NORTHERN ELASTOMERIC, INC.

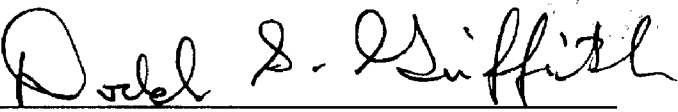


By: 
Name: Thomas S. Zickel
Title: Pres

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 21st day of June, 1999, before me, Dodd S. Griffith, the undersigned officer, personally appeared Thomas S. Zickel, who acknowledged himself to be the President of Northern Elastomeric, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.



Notary Public
My Commission Expires: 2-18-2003

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BOURQUE LAW OFFICES, P.A.

CLIENT TRADEMARK REPORT
Confidential Information Prepared For
Northern Elastomeric, Inc.

12-May-99

835 Hanover Street, Suite 303
Manchester, NH 03104
Telephone: (603) 623-5111

Pg. 1 of 7

TRADEMARK
REEL: 001921 FRAME: 0163

Docket Name:

NEI-T001XX

Mark:

NEI And Design

Filing Date:

August 10, 1995

Serial Number:

74/713,975

Status:

Registered

Registration No:

2,038,284

Issue Date:

February 18, 1997

Docket Name:

NEI-T002XX

Mark:

AC ADVANCED COMPOSITES & Desig

Filing Date:

May 29, 1997

Serial Number:

75/300,010

Status:

Issued

Registration No:

2,208,317

Issue Date:

12/8/98

Docket Name:

NEI-T003XX

Mark:

ADVANCED COMPOSITES

Filing Date:

May 28, 1997

Serial Number:

75/299,041

Status:

Published 3/98

Registration No:

**

Issue Date:

**

Docket Name:

NEI-T004XX

Mark:

AC GRANULAR

Filing Date:

May 28, 1997

Serial Number:

75/299,199

Status:

Registered

Registration No:

2,156,875

Issue Date:

May 12, 1998

Docket Name:

NEI-T005XX

Mark:

AC SAND

Filing Date:
May 29, 1997**Serial Number:**
75/300,008**Status:**
Allowed**Registration No:**
****Issue Date:**
**

Docket Name:

NEI-T006XX

Mark:

AC POLY

Filing Date:
May 29, 1997**Serial Number:**
75/300,009**Status:**
Allowed**Registration No:**
****Issue Date:**
**

Docket Name:

NEI-T007XX

Mark:

AC TOUGHSEAL

Filing Date:
April 28, 1997**Serial Number:**
75/283,295**Status:**
Registered**Registration No:**
2,139,211**Issue Date:**
February 24, 1998

Docket Name:

NEI-T008XX

Mark:

AC TILESEAL

Filing Date:
May 28, 1997**Serial Number:**
75/299,040**Status:**
Issued**Registration No:**
2,225,117**Issue Date:**
February 23, 1999

Docket Name:

NEI-T009XX

Mark:

AC EAVESEAL

Filing Date:

April 29, 1997

Serial Number:

75/283,279

Status:

Registered

Registration No:

2,187,423

Issue Date:

September 8, 1998

Docket Name:

NEI-T010XX

Mark:

AC TOPSEAL

Filing Date:

April 28, 1997

Serial Number:

75/283,296

Status:

Registered

Registration No:

2,189,072

Issue Date:

September 15, 1998

Docket Name:

NEI-T011XX

Mark:

AC STAYFLAT

Filing Date:

April 28, 1997

Serial Number:

75/283,430

Status:

Registered

Registration No:

2,139,212

Issue Date:

February 24, 1998

Docket Name:

NEI-T012XX

Mark:

AC FLASHSEAL

Filing Date:

May 28, 1997

Serial Number:

75/299,039

Status:

Issued

Registration No:

2,225,116

Issue Date:

February 23, 1999

Docket Name:

NEI-T013XX

Mark:

AC DECKSEAL

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
April 25, 1997	75/283,278	Allowed 9/98	**	**

Docket Name:

NEI-T014XX

Mark:

AC AIRSEAL

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
May 28, 1997	75/299,038	Published 2/98	2,236,442	April 6, 1999

Docket Name:

NEI-T015XX

Mark:

AC BRIDGE & DECKSEAL

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
May 28, 1997	75/299,037	Issued	2,236,441	April 6, 1999

Docket Name:

NEI-T016XX

Mark:

AC HYDROSEAL 3000

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
April 28, 1997	75/283,297	Registered	2,141,071	March 3, 1998

Docket Name:

NEI-T017XX

Mark:

AC PROTECTION ROLL

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
May 28, 1997	75/299,036	Registered	2,156,873	May 12, 1998

Docket Name:

NEI-T018XC

Mark:

ICE & WATER SHIELD (Canada)

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
**	**	Abandoned	**	**

Docket Name:

NEI-T018XX

Mark:

NEI and design

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
May 29, 1997	75/300,011	Registered	2,189,131	September 15, 1998

Docket Name:

NEI-T019XC

Mark:

ICE & WATERSEAL (Canada)

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
**	**	Abandoned	**	**

Docket Name:
NEI-T020XX

Mark:
HOMESEAL

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
April 27, 1998	75/475,282	Filing Rcpt Rec **		**

Docket Name:
NEI-T021XX

Mark:
AC AUTOSEAL

Filing Date:	Serial Number:	Status:	Registration No:	Issue Date:
**	**	**	**	**
