FORM PTO-1595 (Rev. 6-93)  OMB No. 0551 0011 (pm. 404)	-1998 IEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
OMB No. 0651-0011 (exp. 4/94)  Tab settings □ □ ▼	
1 VAD 20141192 D D A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	181 SHIS SHIS SHIS SHIS 122:
To the Honorable Commissioner of Pate. 10075  1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
	Name: Mercantile-Safe Devosit and Trust
Fibred-Maryland, Inc.	Compahy
Additional name(s) of conveying party(les) attached?   Yes   No	Internal Address:
3. Nature of conveyance: MRD 6-19-98	
☐ Assignment ☐ Merger	Street Address: 2 Hopkins Plaza
☐ Security Agreement ☐ Change of Name	
C) Other	City: Baltimore State: MD ZIP:21201
Execution Date: June 5, 1998	Additional name(s) & address(es) attached? D Yes OX No
Application number(s) or patent number(s):	
If this document is being filed together with a new applicatio	n the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s) U.S. Patent No. 5,057,334
NONE	U.S. Patent No. 4,599,240 U.S. Patent No. 4,486,459
Additional numbers at	U.S. Patent No. 4,307,121
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved: 4
Name: Anilkumar J. Hoffberg, Esquire	7. Total fee (37 CFR 3.41)\$_160.00
Internal Address:	🖾 Enclosed
	<ul> <li>Authorized to be charged to deposit account</li> </ul>
Street Address: Abramoff, Neuberger and Linder,	Deposit account number:
250 West Pratt Street, Suite 800	
City: Baltimore State: MD ZIP: 21201	(Attach duplicate copy of this page if paying by deposit account)
07/07/1998 DMGUYEN 00000319 5057334 DO NOT US	E THIS SPACE
1 FC:581 160.00 0P	
<ol> <li>Statement and signature.</li> <li>To the best of my knowledge and belief, the foregoing infom the original document.</li> </ol>	nation is true and correct and any attached copy is a true copy of
Nancy Haas <u>Man</u>	cy Hars 6/16/98
Name of Person Signing  Total number of pages including	Signature Date cover sheet, attachments, and document:
ייים וויים או היים וויים ושיטייים וויים וו	The state of the s

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, as of the 5th day of June, 1998 by FIBRED-MARYLAND, INC., a Maryland corporation (the "Patent Owner"), in favor of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Bank" or the "Secured Party").

## **RECITALS**

- 1. The Bank has agreed to make a loan to the Patent Owner in an amount not to exceed Two Million Five Hundred Seventy-Six Thousand Two Hundred Eighty-Seven and 93/100 Dollars (\$2,576,287.93) (the "Loan"), pursuant to the terms and provisions of a Loan Agreement dated as of June 5, 1998 (the "Loan Agreement"), which Loan is evidenced by that certain Promissory Note dated as of June 5, 1998, in the principal amount of the Loan (the "Note").
- 2. The Patent Owner, a Maryland corporation (as successor by merger to Fibred, Inc., a Maryland corporation), having its principal offices at P.O. Box 3349, LaVale, Maryland 21504, is the owner of the entire right, title and interest in, to and under certain patents, and all divisions, renewals, continuations, continuations-in-part and reissues thereof, and all Letters Patent of the United States which have been and may be granted thereon and all reissues and extensions thereof, and all applications for patents which have been filed for the subject inventions in any countries foreign to the United States, and all patents which have been or may be granted for the subject inventions in any countries foreign to the United States and all extensions, renewals and reissues thereof, which are identified on the Schedule of Patent Rights annexed hereto and made a part hereof, hereinafter referred to as "Patent Rights"; and
- 3. The Patent Owner has agreed to assign and pledge the Patent Rights as security for the repayment of the Loan and the performance of its obligations under the Loan Agreement.

NOW, THEREFORE, in order to further secure payment of the Obligations (as defined in the Loan Agreement), the Patent Owner hereby creates in favor of and grants, pledges and assigns to the Secured Party, its successors, legal representatives and assigns, a lien and security interest in, to and under the Patent Rights and all divisions, renewals, continuations, continuations-in-parts and reissues thereof, all Letter Patent of the United States which may be granted thereon, all reissues and extensions thereof, and all applications for patents which may hereafter be filed for inventions in any country or countries foreign to the United States, and all patents which have been or may be granted for the inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and the Patent Owner warrants and represents that the Patents are free and clear of all encumbrances to any third party (other than existing liens in favor of the Bank).

H5717:06/03/98

PATENT REEL: 9267 FRAME: 0850

The Patent Owner hereby authorizes and requests the Commission of Patents and Trademarks of the United States, and officials of pertinent countries foreign to the United States whose duty it is to record ownership of patents, to record creation of this security interest to the Secured Party, its successors, legal representatives and assigns, in all issued patents and applications for the Patents listed in the annexed Schedule of Patent Rights in accordance with this instrument.

The Secured Party, its successors, legal representatives and assigns, agrees that upon payment by the Patent Owner of all sums due in respect of the Obligations, the Secured Party, its successors, legal representative and assigns shall execute such instruments evidencing discharge of the security interest created hereunder as the Patent Owner may reasonably request in order to record discharge of said security interest.

Upon the later of ninety (90) days after (a) the occurrence of an Event of Default as defined in the Loan Agreement, or (b) the date on which the Bank gives written notice to the applicable party of an event, which with the giving of notice or the passage of time would constitute an Event of Default under any Financing Document (as defined in the Loan Agreement), or the failure of the Patent Owner to pay or perform, any of its obligations under the Loan Agreement, the Note, or any other Financing Document, whether or not such event or failure constitute an Event of Default, the Secured Party, its successors, legal representatives and assigns may exercise all rights and remedies described therein or in any other Financing Document and all of its rights at law or in equity as may be available to it.

Acceptance hereof by the Bank is waived by the Patent Owner.

IN WITNESS WHEREOF, the Patent Owner has caused its corporate seal to be impressed hereon and the hands of its proper officers be subscribed hereto, as of the 5th day of June, 1998.

ATTEST:

FIBRED-MARYLAND, INC.

-2-

H5717:06/03/98

**PATENT** 

REEL: 9267 FRAME: 0851

STATE OF	)
	) SS.:
COUNTY OF	)
I HEREB	Y CERTIFY that on this day of June, 1998, before me, a Notary Public for
the State aforesai	d, personally appeared KAREN O SULLIVAN, who acknowledged herself to
be the President of	of Fibred-Maryland, Inc., a Maryland corporation, known to me (or satisfactoril
• '	person whose name is subscribed to the within instrument, and acknowledged
	the same for the purposes therein contained as the duly authorized officer of
Fibred-Maryland,	Inc
WITNES	S my hand and Notarial Seal.
	Notary Public
	•
My Commission	Expires:

H5717:06/03/98 -3-

## SCHEDULE OF PATENT RIGHTS

- 1. Process for Recovery of Cellulose U.S. Patent No. 5,057,334
- 2. Cellulose Food Product and Products Resulting Therefrom U.S. Patent No. 4,599,240
- 3. Process for Preparing Cellulose U.S. Patent No. 4,486,459
- 4. Process for Preparing Cellulose U.S. Patent No. 4,307,121

**-**4-

H5717:06/03/98

PATENT REEL: 9267 FRAME: 0853

## ABRAMOFF, NEUBERGER AND LINDER, LLP

ATTORNEYS AT LAW

SUITE BCIO 250 WEST PRATT STREET BALTIMORE, MARYLAND 21201

DAVID B. ABRAMOFF ANILKUMAR J. HOFFBERG YAAKOV S. NEUBERGER RITA A LINDER RICHARD S. LEHMANN STEVEN M. ROSEN NANCY HAAS (410) 539-E300 TELECOPIER (410) 539-8304

June 17, 1998

COUNSEL STEPHEN F BISBEE

> Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

> > Re: Fibred-Maryland, Inc.

Dear Sir or Madam:

Enclosed for filing in the United States Patent and Trademark Office is the enclosed Patent Security Agreement with Recordation Form Cover Sheet for Fibred-Maryland, Inc.

 $\,$  A check in the amount of \$160 is enclosed to cover the filing fee.

Please stamp the enclosed copy of the Recordation Form Cover Sheet to indicate receipt for recording and return it to the undersigned in the enclosed self-addressed stamped envelope.

Very truly yours,

Mancy Haas

NH:cm

Enclosures

RECORDED: 06/19/1998

cc: Mr. T. O. Daly (w/enclosures)

Glenn M. Anderson, Esquire (w/enclosures)

Anilkumar J. Hoffberg, Esquire (w/o enclosures)

106cm

PATENT REEL: 9267 FRAME: 0854