

08-07-1998

COVER SHEET
LYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → ▼

To the Honorable Commission



100790860

the attached original documents or copy thereof.

1. Name of conveying party(ies):

American Felt & Filter Company, Inc.
311 First Avenue
Newburgh, NY 12550Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: April 29, 1998

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

Name: Norwest Business Credit, Inc.

Internal Address: _____

Street Address: 300 Commercial Street

City: Boston State: MA ZIP: 02109

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: n/a

A. Patent Application No.(s)

B. Patent No.(s)

5,284,704
5,414,915
4,753,389
4,658,755Additional numbers attached? ☐ Yes ☐ No

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

Name: Updike, Kelly & Spellacy, P.C.

Internal Address: Attn.: R. Alisha Verdone

Street Address: One State Street

City: Hartford State: CT ZIP: 06123

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Wilson H. Pryne, President

Name of Person Signing

Signature

April 29, 1998

Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

By Internet Date: 08/06/1998 TT00011
05/18/1998 TT00011 00000215 324704
02/20/1998 TT00011 00000215 324704 35.00 OP
01 FC:581 80.00 OP
02 FC:630 35.00 OP

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C., 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D. C. 20503.

PATENT

REF: 9360 FRAME: 0429

80.00 MP

00000073 524704

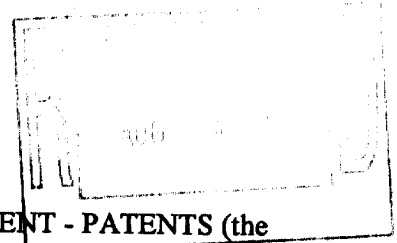
01 FC:581

SCHEDULE A

AMERICAN FELT & FILTER COMPANY, INC.
PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>DATE OF PATENT</u>	<u>APPLICATION NUMBER</u>
5,284,704	February 8, 1994	821,488
5,414,915	May 16, 1995	81,787
4,753,389	June 28, 1988	22,117
4,658,755	April 21, 1987	687,827

**MORTGAGE, ASSIGNMENT AND
SECURITY AGREEMENT - PATENTS**



This MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT - PATENTS (the "Mortgage") is made as of this 29th day of April, 1998, by AMERICAN FELT & FILTER COMPANY, INC., a Delaware corporation, with its chief executive office at 311 First Street, Newburgh, New York 12550 (the "Assignor"), in favor of NORWEST BUSINESS CREDIT, INC., a Minnesota corporation with an office at 300 Commercial Street, Boston, Massachusetts 02109 (the "Assignee").

WITNESSETH:

WHEREAS, the Lender has, subject to the terms and conditions set forth in a certain credit and security agreement of even date herewith (the "Credit and Security Agreement"), agreed to make loans, advances and otherwise extend credit to the Assignor; and

WHEREAS, the Assignor is the sole and exclusive owner of the United States Patents, applications for United States Patents and all other corresponding Patents and applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof (the "Patent Rights"); and

WHEREAS, pursuant to the Credit and Security Agreement, the Assignor has granted the Assignee a security interest in, among other things, the Patent Rights, on the terms and conditions set forth in the Credit and Security Agreement; and

WHEREAS, it is a condition precedent to the obligation of the under the Credit and Security Agreement that the Assignor execute and deliver to the Assignee a mortgage in substantially the form hereof; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Credit and Security Agreement, the Assignor hereby agrees with the Assignee as follows:

1. The Assignor hereby assigns, conveys and transfers to the Assignee, its successors and assigns, on the terms and conditions set forth in the Credit and Security Agreement, and as security for the obligations and liabilities of the Assignor under the Credit and Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Assignor's right, title, and interest in, to and under the Patent Rights, together with (i) all reissues or extensions thereof, and (ii) all claims for damages by reason of past or future infringement of the Patent Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Patent Rights, whether now or hereafter granted (hereinafter sometimes collectively referred to as the "Collateral").

2. The Assignor represents and warrants unto the Assignee that the Assignor has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. The Assignor represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Patent Rights.

4. The Assignor represents and warrants that the Patent Rights are all the Patents (domestic and foreign) used by the Assignor or in connection with its business.

5. The Assignor covenants and agrees with the Assignee that, so long as this Mortgage shall remain in effect:

(a) The Assignor shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Patent Rights and shall do all such other acts and things necessary for maintaining the Patent Rights.

(b) The Assignor shall endeavor to detect and prevent any infringement of the Patent Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Patent Rights. The Assignor shall inform the Assignee of any actual or suspected infringement of the Patent Rights of which it has knowledge and of any action contemplated or taken by the Assignor in response to such infringement. The Assignee shall have the right, in consultation with the Assignor, to require the Assignor to take such action as the Assignee may determine in its reasonable and business judgment to be required to enforce such Patent Rights.

(c) The Assignor shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Patent Rights and upon the validity and enforceability thereof. The Assignee shall have the right, in consultation with the Assignor, to require the Assignor to take such action as the Assignee may reasonably determine to be required to defend the Patent Rights.

(d) The Assignor shall not, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld, permit the Patent Rights to lapse or otherwise abandon the Patent Rights.

(e) At any time and from time to time, the Assignor shall, upon the request of the Assignee, execute and deliver such further documents and do such other acts and things as the Assignee reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Patent Rights, and the Assignor does hereby irrevocably appoint the Assignee, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts

on behalf of the Assignor, its successors and assigns, and the Assignor confirms all such acts said attorney-in-fact may do pursuant to this authority.

5. Until the occurrence and during the continuance of an Event of Default as defined in the Credit and Security Agreement and subject to the provisions of the Credit and Security Agreement, the Assignee hereby acknowledges the Assignor's exclusive right and license to use the Collateral for the Assignor's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Assignor to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Assignor from the performance of any covenant, agreement or obligation on the Assignor's part to be performed under any license agreement now existing or hereafter executed by the Assignor licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Assignee for the acts or omissions of the Assignor in connection with any such license or license agreement.


8. This Mortgage shall terminate upon written notice by the Assignee to the Assignor that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by the Assignee to the Assignor and the Assignee shall promptly execute and deliver to the Assignor such documents or instruments as the Assignor may reasonable request of such termination.

9. This Mortgage shall be binding upon the Assignor, its successors, and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

10. This Mortgage may not be amended or modified except as set forth in the Credit and Security Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Mortgage as of the date first set forth above.

AMERICAN FELT & FILTER COMPANY, INC.

By: 
Name: Wilson H. Pryne
Title: President

HAYES,
SOLOWAY,
HENNESSEY,
GROSSMAN
HAGE, P.C.

INTELLECTUAL
PROPERTY LAW
DOMESTIC & FOREIGN
PATENTS, TRADEMARKS,
COPYRIGHTS, TRADE
SECRETS, UNFAIR
COMPETITION AND
RELATED CAUSES

July 24, 1998

Box Assignments
The Commissioner of Patents and Trademarks
Washington, DC 20231

RE: American Felt & Filter Assignments

Dear Sir:

We are returning for recordation Document ID No. 100714334.

Enclosed is our check in the amount of \$45.00 to cover the balance of the recordation fee.

Please forward the original recorded Assignment to R. Alisha Verdone at Updike, Kelly & Spellacy, P.C., One State Street, P.O. Box 231277, Hartford, Connecticut 06123-1277.

In the event there are any fee deficiencies or additional fees are payable, please charge them (or credit any overpayment) to our Deposit Account No. 08-1391.

Sincerely,



Norman P. Soloway
Reg. No. 24,315

NPS:cb
Enclosures
cc: R. Alisha Verdone
affco ltr pto re assignments

NORMAN P. SOLOWAY
COMMERCIAL
CORPORATE PATENT AGENT
STEVEN J. GROSSMAN PH.D.
SUSAN HADRAD HAGE
PATENT AGENT
TERESA C. CRCKER
CHRISTOPHER K. GAGNI
JEFFREY N. DANIS
PATENT AGENT
ERIC COUNSELL
CLIVER W. HAYES
PATENT AGENT
WILLIAM O. HENNESSEY PH.D.
PATENT AGENT
EDMUND P. HELFGER

175 CANAL STREET
MANCHESTER, NH
03101-2535 U.S.A.

TEL: 603-668-1400
FAX: 603-668-8567
FAX: 603-668-0104
E-MAIL:

RECORDED: 08/04/1998

PATENT
REEL: 9360 FRAME: 0435