

01-29-1999

U.S. Department of Commerce
Patent and Trademark Office

PATENT

100953660

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

Submission Type

☒ New
☐ Resubmission (Non-Recordation)

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Reel #

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Conveyance Type

☒ Assignment☒ Security Agreement☐ License☐ Change of Name☐ Merger☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) PRECISION FABRICS GROUP, INC.

Execution Date
Month Day Year
01 19 99

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) THE CIT GROUP/BUSINESS CREDIT, INC.

Name (line 2)

Address (line 1) 1200 ASHWOOD PARKWAY

Address (line 2)

Address (line 3) ATLANTA

GA

30338

City

State/Country

Zip Code

☐ 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 is attached (Designation must be a separate document from Assignment.)

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)

01/28/1999 TTOM11

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

REEL: 9711 FRAME: 0675

Correspondent Name and Address

Area Code and Telephone Number **404-888-4225**

Name **NATALIE LEWIS**

Address (line 1) **HUNTON & WILLIAMS**

Address (line 2) **600 PEACHTREE STREET**

Address (line 3) **SUITE 4100**

Address (line 4) **ATLANTA, GA 30308**

Pages

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

7

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

| | | | | | |
|------------|--|--|-----------|-----------|-----------|
| 08/795,375 | | | 5,635,252 | 5,823,567 | 5,607,182 |
| 09/012,013 | | | 5,723,186 | 5,687,986 | |
| 08/982,310 | | | 5,804,291 | 5,845,928 | |

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **400.00**

Method of Payment:
Deposit Account

Enclosed ☒

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.

DANA KULL, ESQ.

1/26/99

Name of Person Signing

Signature

Date

**AMENDMENT NO. 1
TO
GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENCES**

THIS AMENDMENT NO. 1 dated as of January 19, 1999 (this "Amendment") to Grant of Security Interest in Patents, Trademarks and Licenses is made by Precision Fabrics Group, Inc., a North Carolina corporation (the "Company") and The CIT Group/Business Credit, Inc., a New York corporation, as the agent under the Financing Agreement referred to below (in such capacity, the "Agent").

Preliminary Statement

WHEREAS, the Company executed and delivered a Grant of Security Interest in Patents, Trademarks and Licenses dated as of August 30, 1996 (the "Patent, Trademark and License Agreement") covering the Intellectual Property Collateral described in Schedule A, Schedule B and Schedule C therein, to secure its indebtedness to the Agent and the Lenders (as hereafter defined) pursuant to that certain Financing Agreement dated as of August 30, 1996, between the Company, as borrower, the financial institutions parties thereto from time to time as lenders (the "Lenders") and the Agent, as amended, including by that certain Amended and Restated Loan and Security Agreement dated as of January 15, 1999, between the Company, the Lenders and the Agent (said agreement, as further amended, modified, supplemented or restated and in effect from time to time, the "Financing Agreement"). Terms defined in, or by reference in, the Patent, Trademark and License Agreement, unless otherwise defined herein, are used herein as therein defined;

WHEREAS, the Agent's security interest in certain Patent Collateral described in the Patent, Trademark and License Agreement was recorded in the United States Patent and Trademark Office on September 13, 1996, Reel 8006, Frame 0543;

WHEREAS, the Agent's security interest in certain Trademark Collateral described in the Patent, Trademark and License Agreement was recorded in the United States Patent and Trademark Office on September 13, 1996, Reel 1483, Frame 0369;

WHEREAS, effective as of the date of this Amendment, the Company has acquired additional Intellectual Property Collateral; and

WHEREAS, the Company is required under the Financing Agreement to grant to the Agent, for the benefit of the Lenders a continuing security interest in and a continuing lien on the Intellectual Property Collateral, and the Company and the Agent wish to amend the Patent, Trademark and License Agreement for the purpose of securing such

additional Intellectual Property Collateral of the Company and amend certain other provisions in the Patent, Trademark and License Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree that:

1. The Patent, Trademark and License Agreement is hereby amended by:

(a) amending the first paragraph on page 1 of the Patent, Trademark and License Agreement by deleting the number "900" appearing therein and substituting therefor the number "1200";

(b) amending the first "Whereas" clause appearing on page 1 of the Patent, Trademark and License Agreement in its entirety to read as follows:

WHEREAS, the Company and the Agent are parties to that certain Financing Agreement dated as of August 30, 1996, as amended, including by the Amended and Restated Loan and Security Agreement dated as of January 15, 1999 (and as further amended, modified, supplemented or restated from time to time, the "Financing Agreement"), which Financing Agreement provides (i) for the Agent acting on behalf of the Lenders who are parties to the Financing Agreement, to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to the Agent, for the benefit of the Lenders, of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

(c) amending Schedule A to the Patent, Trademark and License Agreement by adding thereto the Patent Collateral set forth on Exhibit A attached hereto;

(d) amending Schedule B to the Patent, Trademark and License Agreement by adding thereto the Trademark Collateral set forth on Exhibit B attached hereto;

(e) amending Schedule C to the Patent, Trademark and License Agreement by adding thereto the License Collateral set forth on Exhibit C attached hereto; and

(f) amending the Patent, Trademark and License Agreement by deleting the term "Obligations" appearing therein and substituting therefor the term "Secured Obligations."

2. The Company and the Agent acknowledge and confirm that the security interest in an lien upon the Intellectual Property Collateral described in the Patent, Trademark and License Agreement as modified by this Amendment continues to secure

the obligations of the Company to the Lenders and the Agent with the same priority as before this Amendment was executed and delivered.

3. The Company hereby further acknowledges and confirms that the rights and remedies of the Agent and the Lenders with respect to the assignment of and security interest in and lien upon the Intellectual Property Collateral made and granted by the Patent, Trademark and License Agreement, as modified by this Amendment, are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This Amendment shall not constitute a novation of the indebtedness described in the Patent, Trademark and License Agreement and shall not affect nor impair the security interest in and lien upon the Intellectual Property Collateral described therein. Except only as modified by this Amendment, the Patent, Trademark and License Agreement remains in full force and effect and is hereby ratified and confirmed.

5. This Amendment shall be governed by the internal laws of the State of Georgia.

6. This Amendment may be executed in any number of counterparts, each of which will be deemed to be a duplicate original, but such counterparts together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

PRECISION FABRICS GROUP INC., a
North Carolina corporation

By: Patrick J. Burns
Patrick J. Burns
Vice President and Chief Financial Officer

THE CIT GROUP/BUSINESS CREDIT,
INC., as Agent for Lenders

By: Mary J. Reasoner
Mary J. Reasoner
Vice President

**AMENDMENT NO. 1
TO
GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENCES**

EXHIBIT A

100% OWNERSHIP INTEREST

| <u>Title</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|---|------------------------------|--------------------------|
| Process for Making a Treated Fabric and a Product Produced by the Process | S/N 09/012,013 (App. No.) | 01/22/98 (App. Date) |
| Conductive Fabric and Process for Making Same | 5,635,252 | 06/03/97 |
| Conductive Fabric and Process for Making Same | 5,723,186 | 03/03/98 |
| Conductive Fabric and Process for Making Same | 5,804,291 | 09/08/98 |
| Needle Punch Nonwoven Component for Refastenable Fastening Device | 795,375/08 (App. No.) | 02/04/97 (App. Date) |
| Detergent Compositions and Laundry Article Containing Same | 982,310/08 (App. No.) | 12/01/97 (App. Date) |

50% OWNERSHIP INTEREST (CO-ASSIGNEE WITH SANDIA CORPORATION)

| <u>Title</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|--|-------------------|-------------------|
| Structurally Efficient Inflatable Protective Device | 5,607,182 | 03/04/97 |
| Folded Inflatable Protective Device and Method for Making Same | 5,823,567 | 10/20/98 |
| Attachment Device for an Inflatable Protective Cushion | 5,687,986 | 11/18/97 |
| Attachment Device for an Inflatable Protective Cushion | 5,845,928 | 12/08/98 |

**AMENDMENT NO. 1
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EXHIBIT B

REGISTERED TRADEMARKS, TRADE NAMES AND SERVICE MARKS

| <u>Title or Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------------|-------------------------|--------------------------|
| PRISTINE | 2,179,662 | 8/4/98 |

TRADEMARK APPLICATIONS

| <u>Title or Mark</u> | <u>Application No.</u> | <u>Application Date</u> |
|----------------------|------------------------|-------------------------|
| SOFTBAG | 75486560 | 5/18/98 |
| REPOSE | 75288112 | 5/07/97 |

**AMENDMENT NO. 1
TO
GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENCES**

EXHIBIT C

License Agreement between Sandia Corporation and Precision Fabrics Group, Inc. executed April 26, 1996, covering the following identified United States patents, patent applications and draft patent applications, and any division, continuation, continuation-in-part, or reissue thereof, and any foreign counterpart thereof:

ISSUED PATENTS

Structurally Efficient Inflatable Protective Device, U.S. Patent No. 5,533,755.

Structurally Efficient Inflatable Protective Device, U.S. Patent No. 5,607,182.

Folded Inflatable Protective Device and Method for Making Same, U.S. Patent No. 5,823,567.

Attachment Device for an Inflatable Protective Cushion, U.S. Patent No. 5,687,986.

Attachment Device for an Inflatable Protective Cushion, U.S. Patent No. 5,845,928.