

MMO 6-15-99

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

06-17-1999

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



5565049

101068557
**RECORDATION FORM COVER SHEET
PATENTS ONLY**

MMO 6/15/99

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
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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) Astechologies, Inc. Execution Date: 05 12 1999

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date: _____

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) SouthTrust Bank, N.A.

Name (line 2) _____

Address (line 1) 2000 RiverEdge Parkway

Address (line 2) _____

Address (line 3) Atlanta Georgia/ USA 30328
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) _____

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

PATENT

REEL: 010018 FRAME: 0929

Correspondent Name and Address

Area Code and Telephone Number

(404) 420-5527

Name Jennifer D. LeDoux, Paralegal

Address (line 1) Parker, Hudson, Rainer & Dobbs LLP

Address (line 2) 1500 Marquis Two Tower

Address (line 3) 285 Peachtree Center Avenue, N.E.

Address (line 4) Atlanta, Georgia 30303

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

12

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)

5565049	5087311	4786351
5472541	4923555	4744160
5108691	4795517	

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.

8

Fee Amount

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

320.00

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.

Jennifer D. LeDoux

June 14, 1999

Name of Person Signing

Signature

Date

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made this 12th day of May, 1999, between **ASTECHNOLOGIES, INC.**, a Georgia corporation with its chief executive office and principal place of business at 950 Sun Valley Drive, Roswell, Georgia 30076 (herein referred to as "Assignor"), and **SOUTHTRUST BANK, N.A.** having an office at 2000 RiverEdge Parkway, Atlanta, Georgia 30328 (herein referred to as "Lender"), as follows:

1. As collateral security for, and to secure the prompt payment in full of, any and all indebtedness, obligations, liabilities, covenants and duties of Assignor to Lender of every kind and description, whether or not evidenced by any note, invoice, billing, guaranty or other instrument, and whether or not for the payment of money, direct or indirect, absolute or contingent, liquidated or unliquidated, joint or several, due or to become due, now existing or hereafter arising, including, without limitation, any debt, liability or obligation at any time owing by Assignor to Lender under that certain Loan and Security Agreement of even date herewith, between Assignor and Lender (hereinafter, including collectively all riders, exhibits and attachments thereto and any amendments thereof, "Loan Agreement") or any other agreement between Assignor and Lender, and all expenses and attorneys' fees chargeable to Assignor, whether or not provided in said Loan Agreement, this Agreement or any other agreement between Assignor and Lender (all such indebtedness, obligations, liabilities, covenants and duties being collectively herein referred to as "Obligations"), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest of Assignor in and to the patent applications and patents listed in Exhibit "A" attached hereto, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being herein collectively referred to as the "Patents").

2. Assignor covenants with and warrants to Lender that:

(a) The Patents are, to the best of its knowledge, subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Except as disclosed in Exhibit "A", Assignor is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges, claims, rights and encumbrances, including, without limitation, licenses, shop rights and covenants by Assignor not to sue third persons; and

(c) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, Assignor shall not enter into any license agreement relating to any of the Patents with any person or entity having any interest in any of the Patents, or otherwise become a party to any agreement with any person or entity that is inconsistent with Assignor's Obligations under this Agreement.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit "A" to include any future patents and patent applications which are Patents under Paragraph 1 or Paragraph 4 hereof.

6. Assignor agrees to execute such further papers and to do such other acts as may be necessary and proper to vest full title in and to the Patents in the Lender.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, non-transferable right and license to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Lender which consent will not be unreasonably withheld.

8. If any Event of Default shall have occurred and be continuing and Lender shall have elected to terminate Borrower's right to obtain loans under the Loan Agreement, Assignor's license under the Patents as set forth in Paragraph 6 shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Georgia. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement (except as otherwise provided by applicable law), sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Patents, or interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees, auctioneer's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least seven (7) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, Lender shall promptly execute and deliver to Assignor all such deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including all attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, or otherwise, in protecting, maintaining and preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor (it being the intent of Assignor and Lender that Assignor shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Patents) or, if paid by Lender in its sole discretion, shall be paid by Assignor to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate per annum in effect from time to time under the Loan Agreement.

11. Assignor shall have the duty, consistent with Assignor's past practice, through counsel reasonably acceptable to Lender, to prosecute diligently any patent application of the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications of the Patents. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

12. (a) Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license hereunder, in which event Assignor shall at the request of lender do any and all lawful acts and execute any and all proper documents required by lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 12(a); and

(b) Lender shall have the right, but shall in no way be obligated, to defend any suit or counterclaim in its own name in order to defend the Patents and any license hereunder, in which event Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such defense and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 12(b).

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to the terms and conditions of all licenses for the Patents existing as of the effective date of this Agreement.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and the permitted assigns of the parties.


19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Georgia.

20. Assignor waives notice of Lender's acceptance hereof.

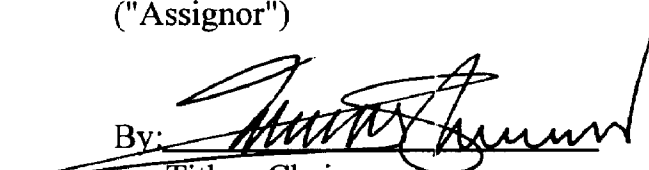
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

ASTECHNOLOGIES, INC.
("Assignor")



Secretary

By: 

Title: Chairman

[CORPORATE SEAL]

Witness

Accepted in Atlanta, Georgia:

SOUTHTRUST BANK, N.A.
("Lender")

By: 

Title: Vice President

STATE OF GEORGIA

§

COUNTY OF FULTON

§

§

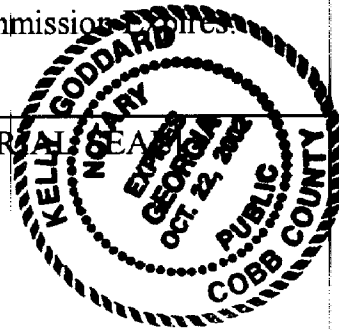
BEFORE ME, the undersigned authority, on this day personally appeared F. Arthur Simmons, President of Astechonologies, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of May, 1999.

Kelly Goddard

Notary Public
My Commission Expires _____

[NOTARIAL SEAL]



STATE OF GEORGIA

§

COUNTY OF FULTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Howard Chiluski, Vice President of SouthTrust Bank, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of May, 1999.

Kelly Goddard

Notary Public
My Commission Expires _____

[NOTARIAL SEAL]

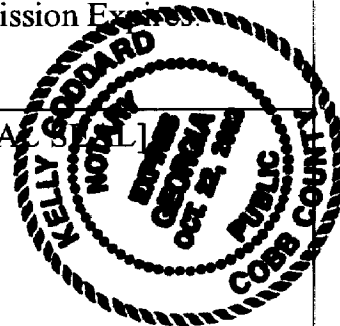


EXHIBIT A

I. ASTECHOLOGIES, INC. STATUS OF U.S. PATENT APPLICATIONS AND REGISTRATIONS

A. Title: Method of making mats of chopped fibrous materials
Inventors: F. Arthur Simmons; George M. Elliott; and Douglas D. King
Assignee: Astechologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US456771	06-01-1995	US5565049	10-15-96	10-15-2013

B. Title: Method of applying adhesive to porous materials
Inventors: F. Arthur Simmons; George M. Elliott; and Douglas D. King
Assignee: Astechologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US322222	10-13-1994	US5472541	12-05-95	4-26-2013

C. Title: Compressing and shaping thermoformable mats using superheated steam
Inventor: George M. Elliott
Assignee: Astechologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US274573 (C-I-P US903191)	11-23-1988 09-03-1986	US5108691	4-28-92	4-28-2009

D. Title: Process of laminating fabric to a concave substrate
Inventors: Fred A. Simmons and George M. Elliott
Assignee: Astechologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US230480 (C-I-P US905187)	8-10-1988 9-09-1986	US5087311	2-11-92	2-11-2009

E. Title: Apparatus for steam lamination

Inventors: George M. Elliott; Ervin L. Watford, Jr.; and George W. Howell

Assignee: Astechonologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US234927 (C-I-P US905405)	8-22-1988 09-10-1986	US4923555	5-08-90	5-8-2007

F. Title: Process for shaping and covering cushion foam

Inventors: Michael L. Avery and George M. Elliott

Assignee: Astechonologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US870971	6-5-1986	US4795517	01-03-89	01-03-2006

G. Title: Process and apparatus for simultaneously shaping foam and laminating fabric thereto

Inventors: George M. Elliott, Archie Solomon and Michael L. Avery

Assignee: Astechonologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US831514	12-31-1985	US4786351	11-22-88	11-22-2005

H. Title: Fabric pressing machine using superheated steam

Inventors: George M. Elliott and Michael P. Adams

Assignee: Astechonologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
USA	US905406	09-10-1986	US4744160	5-17-88	05-17-2005

II. STATUS OF FOREIGN PATENT APPLICATIONS AND REGISTRATION

A. Title: Method of making mats of chopped fibrous materials

Inventors: F. Arthur Simmons; George M. Elliott; and Douglas D. King

Assignee: Astechnologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
Canada	CA932102361	11-3-1993	CA2102361	1-24-95	

B. Title: Method of Applying Adhesive to Porous Materials

Inventors: F. Arthur Simmons; George M. Elliott; and Douglas D. King

Assignee: Astechnologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
Canada	CA9721201111	03-28-1994	CA2120111	10-27-1994	

C. Title: Compressing and Shaping Thermoformable Mats Using Superheated Steam

Inventor: George M. Elliott

Assignee: Astechnologies, Inc. & Reticel SA(Belgium)

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
European Patent Office(EPO) ¹	EP89870188.3	11-23-1989	EP0370991	05-30-1990	
EPO ¹	EP87905891.5	09-03-1987	EP0281596	06-17-1992	
World Intellectual Property Organization(WIPO) ²	PCT/US87/02173	10-03-1987	WO8801565	03-08-1988	

¹ Designated Contracting States: Austria, Belgium, Switzerland, West Germany, France, Great Britain, Italy, Luxembourg, The Netherlands, and Spain.

² Designated States: Australia, Belgium, Brazil, Switzerland, West Germany, France, Great Britain, Italy, Japan, South Korea, The Netherlands, and Spain.

D. Title: Process of Laminating Fabric to a Concave Substrate

Inventors: Fred A. Simmons and George M. Elliott

Assignee: Astechnologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
Australia	AU7916187	08-31-1988	AU611396	10-04-1991	08-31-2003
EPO ¹	EP87906001.0	08-31-1987	EP0282535	05-05-1993	
Mexico	MX8158	09-09-1987	MX169235		
Spain	SE8702585	09-08-1987	SE2005303	01-18-1989	09-08-2007
West Germany	DE873785751	08-31-1987	DE3785751	06-09-1993	
WIPO ²	PCT/US87/ 2172	08-31-1987	WO8801935	03-24-1988	

¹ Designated Contracting States: Austria, Belgium, Switzerland, West Germany, France, Great Britain, Italy, Luxembourg, The Netherlands, and Spain.

² Designated States: Australia, Belgium, Brazil, Switzerland, West Germany, France, Great Britain, Italy, Japan, South Korea, The Netherlands, and Spain.

E. Title: Apparatus for Steam Lamination

Inventors: George M. Elliott; Ervin L. Watford, Jr.; and George W. Howell

Assignee: Astechnologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
EPO ¹	EP87906333.7	08-31-1987	EP0282562	04-07-1993	
Mexico	MX8101	09-03-1987	MX171341		
Spain	SE8702595(7)	09-09-1987	SE2005306	01-19-1989	09-09-2007
West Germany	DE873785338	09-03-1987	DE3785338T	05-13-1993	
WIPO ²	PCT/US87/02171	09-03-1987	WO8802016	03-24-1988	

¹ Designated Contracting States: Austria, Belgium, Switzerland, West Germany, France, Great Britain, Italy, Luxembourg, The Netherlands, and Spain.

² Designated States: Australia, Belgium, Brazil, Switzerland, West Germany, France, Great Britain, Italy, Japan, South Korea, The Netherlands, and Spain.

F. Title: Process for Shaping and Covering Cushion Foam

Inventors: Michael L. Avery and George M. Elliott

Assignee: Astechonologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
Australia	AU7439887	05-18-1987	AU589016	01-18-1990	05-18-2003
Canada	CA537766	05-22-1987	CA1264649	01-23-1990	01-23-2007
EPO ¹	EP87903617.6	05-18-1987	EP0269678		
Japan	JP503/93/87	05-18-1987	JP5-60779		
Mexico	MX6789	06-04-1987	MX166671A	01-27-1993	06-04-2007
South Korea	KR700126	05-18-1987	KR9505728		
WIPO ²	PCT/US87/01111	05-18-1987	WO8707557	12-17-1987	

¹ Designated Contracting States: Austria, Belgium, Switzerland, West Germany, France, Great Britain, Italy, Luxembourg, The Netherlands, and Spain.

² Designated States: Australia, Belgium, Brazil, Switzerland, West Germany, France, Great Britain, Italy, Japan, South Korea, The Netherlands, and Spain.

G. Title: Process and apparatus for simultaneously shaping foam and laminating fabric thereto

Inventors: George M. Elliott, Archie Solomon and Michael L. Avery

Assignee: Astechnologies, Inc.

<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Publication Date</u>	<u>Expiration Date</u>
Australia	AU6898687	12-30-1986	AU598518	10-15-1990	12-30-2002
Brazil	BRPI8600070741	12-30-1986	BR8607071	04-05-1988	
EPO ¹	EP8700766.4	12-30-1986	EP0253853	07-29-1992	07-29-2012
Mexico	MX4826	12-30-1986	MX161231	8-24-90	8-24-2004
Japan	JP50074087	12-30-86	JP5-54820		
South Korea	KR7006751876	12-30-1986	KR9504157		
Spain	SE8603598	12-26-1986	SE2004173	11-07-88	12-26-2006
West Germany			DE3686263		
WIPO ²	PCT/US86/02807	12-30-1986	WO8704118	07-16-1987	

¹ Designated Contracting States: Austria, Belgium, Switzerland, West Germany, France, Great Britain, Italy, Luxembourg, The Netherlands, and Spain.

² Designated States: Australia, Belgium, Brazil, Switzerland, West Germany, France, Great Britain, Italy, Japan, South Korea, The Netherlands, and Spain.