

03-24-2000

FORM PTO-1619A

Expires 06/30/99  
OMB 0651-0027

RECEIVED

FEB 22 PM 3:05

OPR/FINANCE

2.22.00



101295940

U.S. Department of Commerce  
Patent and Trademark Office

PATENT

RECORDATION FORM COVER SHEET  
PATENTS ONLY

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 ☒ 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 attachedExecution Date  
Month Day Year

Name (line 1) Sovereign Specialty Chemicals, Inc.

12291999

Name (line 2)

Execution Date  
Month Day Year

## Second Party

Name (line 1) SIA Adhesives, Inc.

12291999

Name (line 2)

## Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) The Chase Manhattan Bank

Name (line 2)

Address (line 1) One Chase Manhattan Plaza

Address (line 2) 8<sup>th</sup> Floor

Address (line 3) New York

New York

10081

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)

03/23/2000 DC04TES 00000126 5211968

01 FC:581

720.00 OP

FOR OFFICE USE ONLY

720E

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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

PATENT  
REEL: 010618 FRAME: 0481

## Correspondent Name and Address

Area Code and Telephone Number

212-848-4882

Name David M. Klein

Address (line 1) Shearman &amp; Sterling

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, NY 10022

Address (line 4)

## Pages

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

# 9

## 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)

5211988	4192791	5295608
5228590	5800144	4843104
4829094	4722943	4771079

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	PCTUS893280	PCT	PCTUS892274	PCT	PCTUS872923
PCT		PCT		PCT	

## Number of Properties

Enter the total number of properties involved.

# 18

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 720.00

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:

# 50-0324

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.

David M. Klein

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

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

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

**Conveying Party(ies)**

Enter additional Conveying Parties

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1) Pierce & Stevens Corp.

12291999

Name (line 2)

Execution Date  
Month Day Year

Name (line 1) OSI Sealants, Inc.

12291999

Name (line 2)

Execution Date  
Month Day Year

Name (line 1) Tanner Chemicals, Inc.

12291999

Name (line 2)

**Receiving Party(ies)**

Enter additional Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Name (line 1)

☐ 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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

☐ 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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

**Application Number(s) or Patent Number(s)**

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

☐ Mark if additional numbers attached

**Patent Application Number(s)**

**Patent Number(s)**


4902722	5112657	5180752
5342689	5658969	5580656

Copied as executed.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated December 29, 1999, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of The Chase Manhattan Bank ("**Chase**"), as Administrative Agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Sovereign Specialty Chemicals, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of December 29, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Chase, as Administrative Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 29, 1999 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit G to the Security Agreement (an "***IP Security Agreement Supplement***"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "***Patents***");

(ii) the United States and foreign trademark and service mark registrations, applications (other than any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such intent-to-use trademark application under applicable law), and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) together in each case with all goodwill of the business connected therewith and symbolized thereby and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever pertaining thereto (the "***Trademarks***");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "***Copyrights***");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

**SECTION 2. Security for Obligations.** The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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

SOVEREIGN SPECIALTY CHEMICALS, INC.

By   
Name:  
Title:

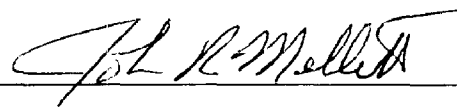
Address for Notices:  
123 West Burtges Street  
Akron, OH 44311

SIA ADHESIVES, INC,

By   
Title:

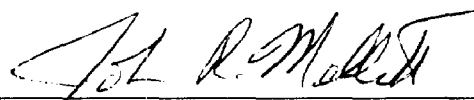
Address for Notices:  
710 Ohio Street  
Buffalo, NY 14203

PIERCE & STEVENS CORP.

By   
Title:


Address for Notices:  
7405 Production Drive  
Mentor, OH 44060

OSI SEALANTS, INC.

By   
Title:

Address for Notices:  
9 Furman Hall Court  
Greenville, SC 29602

TANNER CHEMICALS, INC.

By   
Title:

**PATENTS**

**\* = Permitted Abandoned IP**

**Tanner Chemicals, Inc.**

• Patents:

- U.S. Patent No. 4,347,331\*  
Filed July 9, 1981  
Issued August 31, 1982  
Expired August 31, 1994  
FOAMED, LOW DENSITY, HIGHLY EXTENDED UNSATURATED  
POLYESTER RESIN SYRUP COMPOSITION, A SHAPED ARTICLE  
COMPRISED OF THE COMPOSITION AND A PROCESS FOR  
PREPARING SUCH ARTICLE.
- U.S. Patent No. 5,064,896\*  
Filed August 8, 1990  
Issued November 12, 1991  
Expired November 15, 1995  
ADHESIVE COMPOSITIONS
- U.S. Patent No. 4,402,633\*  
Filed February 17, 1981  
Issued September 6, 1983  
Expired September 8, 1991  
METHOD OF INSTALLING A ROCK BOLT
- U.S. Patent No. 5,211,988  
Filed January 22, 1992  
Issued May 18, 1993  
Expires January 22, 2012  
METHOD FOR PREPARING A SMOOTH SURFACED TOUGH  
ELASTOMERIC COATED FIBROUS BATT
- U.S. Patent No. 4,192,791  
Issued March 11, 1980  
UNSATD. POLYESTER RESIN CONTG. NON-REINFORCING  
EXTENDER-CONTAINS BASIC ALUMINIUM CHLORIDE TO REDUCE  
VISCOSITY



- Patents:

- U.S. Patent No. 5,295,608  
Filed November 30, 1992  
Issued March 22, 1994  
Expires August 30, 2011  
CARTON FOR STORING AND DISPENSING SUBSTANTIALLY  
CYLINDRICAL ARTICLES
- U.S. Patent No. 5,228,590  
Filed August 30, 1991  
Issued July 20, 1993  
Expires August 30, 2011  
A CARTON FOR STORING AND DISPENSING
- U.S. Patent No. 5,800,144  
Filed March 17, 1997  
Issued September 1, 1998  
Expires August 9, 2015  
APPLICATOR CONTAINER

## Pierce & Stevens Corporation

- Patents:

- U.S. Patent No. 4,843,104  
Filed November 25, 1987  
Issued June 27, 1989  
Expires March 19, 2007  
SYNTATIC POLYMER FOAM COMPOSITIONS CONTAINING  
MICROSPHERE FILLERS
- U.S. Patent No. 4,829,094  
Filed November 25, 1987  
Issued May 9, 1989  
Expires November 25, 2007  
THERMOPLASTIC MICROSPHERES
- U.S. Patent No. 4,722,943  
Filed March 19, 1987  
Issued February 2, 1988  
Expires November 25, 2007  
COMPOSITION & PROCESS FOR DYEING & EXPANDING  
MICROSPHERES
- U.S. Patent No. 4,771,079  
Filed November 19, 1987  
Issued September 13, 1988  
Expires February 20, 2007  
GRAPHIC ART PRINTING MEDIA USING SYNTATIC FOAM BASED  
MICROSPHERES
- U.S. Patent No. 4,902,722  
Filed June 9, 1988  
Issued February 20, 1990  
Expires February 20, 2007  
EXPANDABLE GRAPHIC ART PRINTING MEDIA USING SYNTATIC  
FOAM
- U.S. Patent No. 4,908,391\*  
Filed July 29, 1988  
Issued March 13, 1990  
Expired March 18, 1998  
OPACIFIERS FOR PAINTS & COATINGS

- U.S. Patent No. 4,888,241\*  
Filed June 6, 1989  
Issued December 19, 1989  
Expired December 24, 1997  
LOW DENSITY COMPOSITE OPACIFIERS
- U.S. Patent No. 4,912,139\*  
Filed June 6, 1989  
Issued March 27, 1990  
Expired April 1, 1998  
PREPARATION OF OPACIFIER INTERMEDIATES
- U.S. Patent No. 4,898,892\*  
Filed June 6, 1989  
Issued February 6, 1990  
Expired February 11, 1998  
METHODS FOR PREPARING OPAQUE COATINGS & APPLYING SAME
- U.S. Patent No. 4,898,894\*  
Filed June 6, 1989  
Issued February 6, 1990  
Expired February 11, 1998  
FILM FORMING BINDERS CONTAINING LOW DENSITY COMPOSITE OPACIFIERS
- U.S. Patent No. 5,011,862\*  
Filed June 6, 1989  
Issued April 30, 1991  
Expired April 30, 1999  
COATING MEDIA CONTAINING LOW DENSITY COMPOSITE OPACIFIERS
- U.S. Patent No. 5,112,657  
Filed July 11, 1990  
Issued May 12, 1992  
Expires June 11, 2010  
SIMULATED MARBLE PRODUCTS
- U.S. Patent No. 5,180,752  
Filed March 8, 1990  
Issued January 19, 1993  
Expires March 8, 2010  
PROCESS FOR MAKING DRY MICROSPHERES

- U.S. Patent No. 5,342,689  
Filed October 23, 1992  
Issued August 30, 1994  
Expires August 30, 2011  
THERMOPLASTIC MICROSPHERES
- U.S. Patent No. 5,658,969  
Filed January 29, 1996  
Issued August 19, 1997  
Expires January 29, 2016  
LIGHT WEIGHT PLASTISOLS AND METHOD OF MAKING SAME
- U.S. Patent No. 5,580,656  
Filed December 28, 1994  
Issued December 3, 1996  
PROCESS FOR DYING MICROSPHERES
- PCT Application No. 9,001,516  
Published February 22, 1990  
Appln. No. WO 89US3280  
Filed July 28, 1989  
COMPOSITE OPACIFIERS FOR CATINGS, HAVING CONTROLLABLE  
LOW DENSITY-COMPRISE CONVENTIONAL INORGANIC  
OPACIFIER PARTICLES EMBEDDED IN THERMOPLASTIC POLYMER  
MICROSPHERES EXPANDED TO THE REQUIRED DENSITY
- PCT Appln. No. 8912073  
Published December 14, 1989  
Appln. No. 89US2274  
Filed May 24, 1989  
GRAPHITE ART PRINTING INK-COMPRISES SYNTACTIC FOAM  
CONTG. OPLYMER BINDER COLOURING PIGMENT AND  
SPHERICAL THERMOPLASTIC HOLLOW MICROSPHERES
- PCT Appln. No. 8806916  
Published September 22, 1988  
Appln. No. 87US2923  
Filed November 12, 1987  
FREE FLOWING EXPANDABLE THERMOPLASTIC POLYMER  
MICROSPHERES - PRODUCED BY CONTINUOUS MIXING WITH  
FREE FLOWING PARTICULATE OR FIBROUS SOLID DURING  
DRYING