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FORM PTO-1595
(Rev. 8-93)

OMA No. 05 (exp. 4/94)

RECORDATION

PA

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101350475

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO
NATIONSBANK, N.A. SUCCESSOR BY MERGER TO
CITIZENS AND SOUTHERN NATIONAL BANKAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other TERMINATION OF ASSIGNMENTExecution Date: JAN. 11, 1985 BK 4354 PG 376

2. Name and address of receiving party(ies)

Name: INSTA-FOAM PRODUCTS, INC.Internal Address: 1500 CEDARWOOD DRIVEJOIET, ILLINOIS 60435Street Address: SAME AS ABOVE

City: _____ State: _____

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: _____

A. Patent Application No.(s)

* 626,332 *732,614 *067,096

B. Patent No.(s)

*4,603,813 *4,676,437
*3,422,992 *3,559,890 *3,633,795
*3,784,110 *3,793,411 *4,117,551
*4,925,107Additional numbers attached? ☐ Yes ☐ No **COPY OF ASSIGNMENT ATTACHED**

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

Name: BANK OF AMERICA, N.A.ATTN: BRENDA J. JOHNSON/FL9-100-0106Internal Address: P.O. BOX 40329JACKSONVILLE, FLORIDA 32203-0329

Street Address: _____

City: _____ State: _____ ZIP: _____

05/09/2000 DNGUYEN 00000025 626332

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 450.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

01 FC:581

(480.00)

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.

NANCY L. MAZUR, ASST. VICE PRES.

Name of Person Signing

Signature

APRIL 6, 2000

Date

Total number of pages including cover sheet, attachments, and document: 1Mail documents to be recorded with required cover sheet information to: **PATENT**

U.S. Department of Commerce, Patent and Trademark Office, Box 5000, Washington, DC 20540

REEL: 010756 FRAME: 0642

PATENT COLLATERAL ASSIGNMENT

This Agreement is made as of this 11th day of January, 1985, between Insta-Foam Products, Inc., a Delaware corporation ("Assignor") and The Citizens and Southern National Bank, a national banking association with offices in Atlanta, Georgia (the "Bank").

WHEREAS, pursuant to a certain Loan Agreement of even date herewith (the "Loan Agreement") between Flexible Products Company, a Georgia corporation ("FPC") as borrower, Assignor as a limited party thereto for certain purposes, and the Bank, the Bank has extended a term loan in the aggregate amount of \$10,224,000 (the "Loan") to FPC, evidenced by a certain Term Note and a certain Real Estate Note, each of even date herewith (collectively, the "Note"); and

WHEREAS, Assignor is the wholly-owned subsidiary of FPC and, acknowledging that any loan or other financial accommodations extended by the Bank to FPC is and will be of direct and substantial benefit to Assignor, Assignor has issued its unconditional guarantee to the Bank pursuant to a Contract of Guaranty of even date herewith (the "Guaranty"); and

WHEREAS, as security for the Guaranty and in order to induce the Bank to execute and deliver the Loan Agreement, Assignor has agreed to assign to the Bank certain patent rights;

NOW, THEREFORE, in consideration of the premises and \$10.00 in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with the Bank as follows:

1. All terms referred to herein but not expressly defined shall have the meaning ascribed to them in the Loan Agreement.

2. To secure the complete and timely satisfaction of all Liabilities and Obligations (as defined in the Guaranty), Assignor hereby grants, assigns and conveys to the Bank all of Assignor's right, title and interest in and to the patent applications and patents listed in Schedule A 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,

REEL 4 3 5 4 FRAME 3 / 0

all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").

3. Assignor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable and promptly upon request of the Bank, Assignor will notify the Bank in writing of all prior art (including public uses and sales) of which it is aware;

(c) Assignor is 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 and encumbrances, including without limitation, licenses, shop rights and covenants by Assignor not to sue third persons; and

(d) 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.

Except as specifically set forth above, Assignor does not warrant that the Patents might not be declared invalid if challenged in court.

4. Assignor agrees that, until all of the Liabilities and Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without the Bank's prior written consent.

5. If, before the Liabilities and 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 the Bank prompt notice thereof in writing hereof.

6. Assignor authorizes the Bank to modify this Agreement by amending Schedule A to include any future patents and patent applications which are Patents under paragraph 1 or paragraph 4 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Note), the Bank 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 the Bank.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents as set forth in paragraph 7, shall terminate forthwith, and the Bank shall have, in addition to all other rights and remedies given it by the Guaranty, the Loan Agreement and this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and, without limiting the generality of the foregoing, the Bank 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, sell at public or private sale or otherwise realize upon, in the State of Georgia or elsewhere, the whole or from time to time any part of the Patents, or any 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' and attorneys' fees and services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least ten (10) 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, any holder of any Note or the Bank 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

REEL 4354 FRAME 378

the part of Assignor, which right is hereby waived and released.

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

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by the Bank 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, encumbrances or otherwise protecting, maintaining, 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 on demand by the Bank and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to the Bank, to prosecute diligently any patent application of the Patents pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of the Bank, which consent shall not be unreasonably withheld.

12. The Bank 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 thereunder, in which event Assignor shall at the request of the Bank do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all costs and expenses

incurred by the Bank in the exercise of its rights under this paragraph 12.

13. No course of dealing between Assignor and the Bank or between FPC and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Guaranty or 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 further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Bank's rights and remedies with respect to the Patents, whether established hereby or by the Guaranty or 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, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

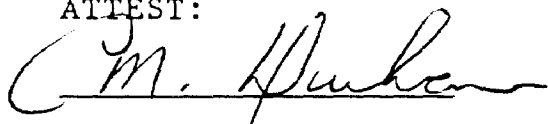
16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

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

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

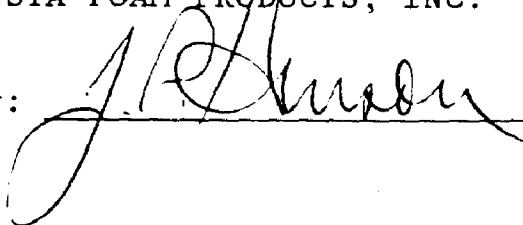
WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:


[CORPORATE SEAL]

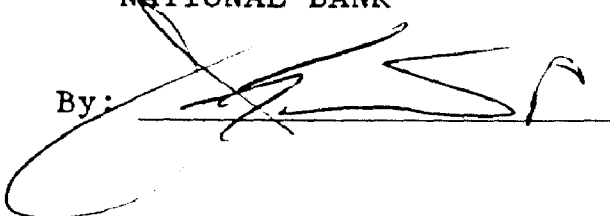
INSTA-FOAM PRODUCTS, INC.

By:



THE CITIZENS AND SOUTHERN
NATIONAL BANK

By:



STATE OF GEORGIA)
COUNTY OF COBB) ss.

The foregoing instrument was SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by J.P. Henson, Chief Executive Officer, and Michael Durham, Chief Financial Officer, respectively, of Insta-Foam Products, Inc., a Delaware corporation, for and on behalf of said corporation on this the 11 day of January, 1985.

Notary Public, Georgia, State at Large
My Commission Expires Feb. 23, 1988

My Commission Expires: _____


NOTARY PUBLIC

SCHEDULE A

(1)	<u>U.S. Patent</u>	<u>Expiration Date</u>	<u>Title of Patent</u>
	3,422,992	January 21, 1986	Dispensing Container

No foreign patent applications filed.

(2)	<u>U.S. Patent</u>	<u>Expiration Date</u>	<u>Title of Patent</u>
	3,559,890	February 2, 1987	Foam Dispenser

Foreign Filings:

<u>Country of Filing</u>	<u>Patent Number</u>	<u>Expiration Date</u>
Canada	919,135	01/16/90
France	70 45 053	12/14/90
United Kingdom	1,302,577	05/27/90
Italy	914,536	11/27/90
Japan	778,094	09/03/89

REEL 4 354 FRAME 382

Pending Applications

<u>Country</u>	<u>Serial Nos.</u>	<u>Filing Date</u>
Germany	P2060961-4 G7045731.7	12/11/70

(3)	<u>U.S. Patent</u>	<u>Expiration Date</u>	<u>Title of Patent</u>
	3,633,795	January 11, 1989	Foam Dispenser

Foreign Filings:

<u>Country of Filing</u>	<u>Patent Number</u>	<u>Expiration Date</u>
France	71.38283	10/25/91
West Germany	P 21 50 238.5-09	08/08/89
United Kingdom	1,306,020	10/07/91
Japan	1,383,305	07/27/86

(4)	<u>U.S. Patent</u>	<u>Expiration Date</u>	<u>Title of Patent</u>
	3,784,110	January 8, 1991	Mixing and Dispensing Gun Having a Replace- able Nozzle

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Foreign Filings: None

(6)	<u>U.S</u> <u>Patent</u>	<u>Expiration</u> <u>Date</u>	<u>Title of</u> <u>Patent</u>
	4,117,551	September 26, 1995	Purgable Dispensing Gun for Polyurethane Foam and the Like

Foreign Filings:

<u>Country</u> <u>of Filing</u>	<u>Patent</u> <u>Number</u>	<u>Expiration</u> <u>Date</u>
Belgium	859,130	9/28/97
Canada	1,044,664	12/29/95
France	77 29012	9/27/97
Japan	1,233,422	6/2/96

Pending Applications

<u>Country</u>	<u>Serial</u> <u>Number</u>	<u>Filing</u> <u>Date</u>
West Germany	P 27 42 791.4	9/23/77
Holland	77.10233	9/19/77

(7)	<u>Country of Filing</u>	<u>Patent Number</u>	<u>Expiration Date</u>	<u>Title</u>
	Canada	990,587	6/8/93	Method and Apparatus for Forming Jacketed Insulated Pipe

(8) PENDING U.S. PATENT APPLICATION:

<u>U.S. Ser. No.</u>	<u>Filing Date</u>	<u>Title of Patent</u>
626,332	6/29/84	Double Backed Spray Nozzle

RECORDED
PATENT & TRADEMARK OFFICE

JAN 15 1985

[Handwritten signature]

AMENDMENT NO. 2
TO PATENT COLLATERAL ASSIGNMENT

THIS AGREEMENT IS MADE as of this 1st day of December, 1989, between INSTA-FOAM PRODUCTS, INC. a Delaware corporation ("Assignor") and THE CITIZENS AND SOUTHERN NATIONAL BANK, a national banking association with offices in Atlanta, Georgia (the "Bank").

WHEREAS, Assignor and the Bank heretofore have entered into that certain Patent Collateral Assignment (the "Assignment"), dated as of January 11, 1985 and recorded January 15, 1985 in the United States Patent and Trademark Office at Reel 4354 Frames 376-386, pursuant to the terms of which Assignor granted to the Bank a security interest in the Patents listed in Schedule A to the Assignment;

WHEREAS, pursuant to a certain Loan Agreement dated as of April 14, 1989 (the "ESOP Loan Agreement") by and among Flexible Products Company, a Georgia corporation ("FPC"), Assignor, as a limited party thereto for certain purposes and the Bank, the Bank has extended a loan to FPC in the principal amount of \$7,104,843.00 (the "ESOP Loan"), evidenced by a certain Promissory Note dated April 14, 1989 ("FPC ESOP Note");

WHEREAS, Assignor has guaranteed the indebtedness evidenced by the FPC ESOP Note pursuant to the terms of that certain Guaranty dated as of January 11, 1985, (the "Guaranty") which Guaranty is secured by the Assignment; and

WHEREAS, Assignor and the Bank amended Schedule A to the Assignment to include certain patents and patent applications of the Assignor arising subsequent to the date of the Assignment (the "Additional Patents");

WHEREAS, pursuant to a certain Letter of Credit and Reimbursement Agreement of even date herewith by and among FPC, Assignor and the Bank, the Bank has issued its letter of credit for the account of FPC, and in connection therewith Assignor has given to the Bank a Guaranty of Corporation dated as of December 1, 1989 (the "New Guaranty"); and

WHEREAS, the Assignor and the Bank desire to further amend the Assignment to provide that the Assignment specifically secures the New Guaranty;

NOW, THEREFORE, in consideration of the premises and \$10.00 in hand paid, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees with the Bank as follows:

REEL 5250 FRAME 125

1. Paragraph 2 of the Assignment is hereby amended in its entirety by substitution in place thereof, the following:

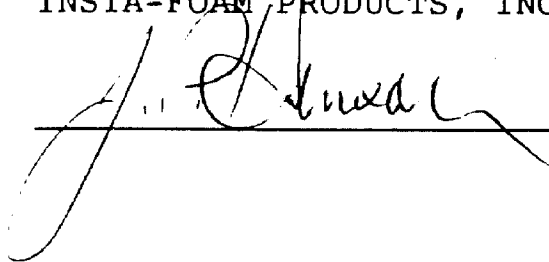
2. To secure the complete and timely satisfaction of all obligations of Assignor under that certain Contract of Guaranty, as amended, given by Assignor to the Bank dated January 11, 1985 for the obligations of Flexible Products Company, a Georgia corporation ("FPC"), as described therein and under that certain Guaranty of Corporation, as amended, given by Assignor to the Bank dated as of December 1, 1989 for the obligations of FPC as described therein together with all other obligations of Assignor to the Bank, however and whenever created, arising, or evidenced, whether direct or indirect, absolute, contingent, or otherwise, now or hereafter existing, or due or to become due, Assignor hereby grants, assigns and conveys to the Bank all of Assignor's right, title and interest in and to the patent applications and patents listed in Schedule A 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 (collectively called the "Patents").

2. Except as otherwise amended as provided herein, the terms and conditions of the Assignment shall remain in full force and effect.

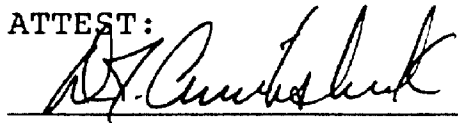
REEL 5250 FRAME 126

WITNESS the execution hereof under seal as of the day and
year first above written.

INSTA-FOAM PRODUCTS, INC.



ATTEST:



[CORPORATE SEAL]

THE CITIZENS AND SOUTHERN NATIONAL
BANK

By: 

REEL 5250 FRAME 127

ACKNOWLEDGMENT OF INSTA-FOAM PRODUCTS, INC.

STATE OF GEORGIA

COUNTY OF FULTON

On this the 1st day of December, 1989,
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared J. P. Henson, personally
known to me or proved to me on the basis of satisfactory evidence
to be the Chief Executive Officer, of the corporation that
executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.

Notary: _____

My Commission Expires:

Notary Public, Fulton County, Georgia.
My Commission Expires August 8, 1993

[AFFIX NOTARIAL SEAL]

REEL 5250 FRAME 128

SCHEDULE A

INSTA-FOAM PRODUCTS, INC.

Patents

United States

<u>PATENT #</u>	<u>FILE DATE</u>	<u>EXPIRES</u>	<u>TITLE</u>
4,603,813	06/29/84	08/05/03	Double Back Spray Nozzle
4,676,437	07/17/88	06/11/04	Low Cost Mixing and Dispensing Gun for Reactive Chemicals (Insta-Flo gun)

Belgium

<u>PATENT #</u>	<u>FILE DATE</u>	<u>EXPIRES</u>	<u>CORRES. U.S. PATENT #</u>	<u>TITLE</u>
902,763	06/27/85	06/27/05	4,603,813	Double Back Spray Nozzle
905,099	07/14/86	07/14/06	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

France

8,509,915	06/28/85	06/28/05	4,603,813	Double Back Spray Nozzle
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Great Britain

2,160,794	06/27/85	06/27/05	4,603,813	Double Back Spray Nozzle
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REEL 5250 FRAME 130

Holland

180,283	10/22/73	10/22/93	3,784,110	Mixing and Dispensing Gun Having a Replaceable Nozzle
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Luxemburg

86512	07/14/86	07/15/06	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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South Africa

85/4819	06/26/85	06/26/05	4,603,813	Double Back Spray Nozzle
85/6119	08/13/85	03/18/05	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

REEL 5250 FRAME 131

Applications

United States

<u>APPLN #</u>	<u>FILE DATE</u>	<u>TITLE</u>
732,614	05/10/85	Mixing and Dispensing Gun with Improved Removable Nozzle (MG-5 gun)
067,096	06/26/87	Low Cost Mixing and Dispensing Gun for Reactive Chemicals (Insta-Flo gun) (Continuation-In-Part of U.S. Patent No. 4,676,437)

Australia

<u>APPLN #</u>	<u>FILE DATE</u>	<u>CORRES. U.S. PATENT #</u>	<u>TITLE</u>
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60095/86	07/11/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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Canada

485,633	06/27/85	4,603,813	Double Back Spray Nozzle
508,573	05/07/86	Application 732,614	Mixing and Dispensing Gun with Improved Removable Nozzle
513,386	07/09/86	Application 067,096	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

EPO

86903773.9	06/06/86	Appln. 732,614	Mixing and Dispensing Gun with Improved Removable Nozzle
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Designated Countries

Belgium
France
Great Britain
Italy
Luxemburg
The Netherlands
Switzerland
West Germany

REEL 5250 FRAME 132

France

86/10332	07/16/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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Great Britain

86/17102	07/14/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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Holland

8501755	06/19/85	4,603,813	Double Back Spray Nozzle
8601863	07/16/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

Japan

104733-1985	06/28/85	4,603,813	Double Back Spray Nozzle
A167751/1986	07/16/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

West Germany

P3523252.8	06/28/85	4,603,813	Double Back Spray Nozzle
P3624040.0	07/21/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

RECORDED
PATENT AND TRADEMARK
OFFICE

FEB - 9 1990

AMENDMENT NO. 1
TO PATENT COLLATERAL ASSIGNMENT

THIS AGREEMENT IS MADE as of this 14th day of April, 1989, between INSTA-FOAM PRODUCTS, INC., a Delaware corporation ("Assignor") and THE CITIZENS AND SOUTHERN NATIONAL BANK, a national banking association with offices in Atlanta, Georgia (the "Bank").

WHEREAS, Assignor and the Bank heretofore have entered into that certain Patent Collateral Assignment (the "Assignment") dated as of January 11, 1985 pursuant to the terms of which Assignor granted to the Bank a security interest in the Patents listed in Schedule A to the Assignment;

WHEREAS, pursuant to a certain Loan Agreement of even date herewith (the "ESOP Loan Agreement") by and among Flexible Products Company, a Georgia corporation ("FPC"), Assignor, as a limited party thereto for certain purposes and the Bank, the Bank has extended a loan to FPC in the principal amount of \$7,104,843.00 (the "ESOP Loan"), evidenced by a certain Promissory Note of even date herewith ("FPC ESOP Note");

WHEREAS Assignor has guaranteed the indebtedness evidenced by the FPC ESOP Note pursuant to the terms of that certain Guaranty dated as of January 11, 1985, (the "Guaranty") which Guaranty is secured by the Assignment; and

WHEREAS, Assignor and the Bank desire to amend Schedule A to the Assignment to include certain patents and patent applications of the Assignor arising subsequent to the date of the Assignment (the "Additional Patents");

NOW, THEREFORE, in consideration of the premises and \$10.00 in hand paid and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees with the Bank as follows:

1. Schedule A of the Assignment is hereby amended by the insertion of Schedule A attached to this Agreement to reflect the Additional Patents in existence on the date hereof. From and after the date hereof the Additional Patents shall constitute Patents for all purposes of the Assignment, as amended.

REEL 5250 FRAME 118

2. Assignor hereby confirms and ratifies all of the covenants and warranties set forth in the Assignment relating to the Patents set forth on Schedule A, as amended.

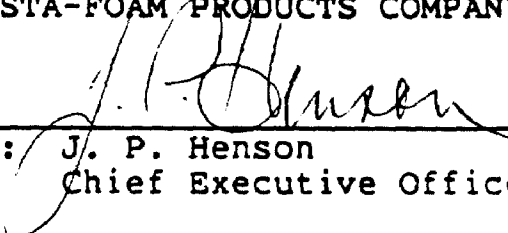
3. Numbered paragraph 5. of the Assignment is hereby amended by deleting the number "1" from the seventh line and inserting the number "2" in lieu thereof.

4. Numbered paragraph 6. of the Assignment is hereby amended by deleting the numbers "1" and "4" in the third line thereof and substituting the numbers "2" and "5" in lieu thereof.

5. Except as otherwise amended as provided herein, the terms and conditions of the Assignment shall remain in full force and effect.

WITNESS the execution hereof under seal as of the day and year first above written.

INSTA-FOAM PRODUCTS COMPANY, INC.


By: J. P. Henson
Chief Executive Officer

ATTEST:


Douglas J. Cruickshank
Treasurer

[CORPORATE SEAL]

THE CITIZENS AND SOUTHERN NATIONAL
BANK

By: 
Authorized Signatory

REEL 5250 FRAME 119

ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by J. P. Henson, Chief Executive Officer, and Douglas J. Cruickshank, Treasurer, respectively, of Insta-Foam Products, Inc., a Delaware corporation, for and on behalf of said corporation on this 14th day of April 1989.

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Aug. 2, 1991

Donna J. Newton

Notary Public

[NOTARY SEAL]

REEL 5250 FRAME 120

PATENT

REEL: 010756 FRAME: 0665

S C H E D U L E A

INSTA-FOAM PRODUCTS, INC.

Patents

United States

<u>PATENT #</u>	<u>FILE DATE</u>	<u>EXPIRES</u>	<u>TITLE</u>
4,603,813	06/29/84	08/05/03	Double Back Spray Nozzle
4,676,437	07/17/88	06/30/04	Low Cost Mixing and Dispensing Gun for Reactive Chemicals (Insta-Flo gun)

Belgium

<u>PATENT #</u>	<u>FILE DATE</u>	<u>EXPIRES</u>	CORRES. U.S. <u>PATENT #</u>	<u>TITLE</u>
902,763	06/27/85	06/27/05	4,603,813	Double Back Spray Nozzle
905,099	07/14/86	07/14/06	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

France

8,509,915	06/28/85	06/28/05	4,603,813	Double Back Spray Nozzle
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Great Britain

2,160,794	06/27/85	06/27/05	4,603,813	Double Back Spray Nozzle
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REEL 5250 FRAME 121

PATENT

REEL: 010756 FRAME: 0666

Holland

180,283	10/22/73	10/22/93	3,784,110	Mixing and Dispensing Gun Having a Replaceable Nozzle
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Luxemburg

86512	07/14/86	07/15/06	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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South Africa

85/4819	06/26/85	06/26/05	4,603,813	Double Back Spray Nozzle
85/6119	08/13/85	03/18/05	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

Applications

United States

<u>APPLN #</u>	<u>FILE DATE</u>	<u>TITLE</u>
732,614	05/10/85	Mixing and Dispensing Gun with Improved Removable Nozzle (MG-5 gun)
067,096	06/26/87	Low Cost Mixing and Dispensing Gun for Reactive Chemicals (Insta-Flo gun) (Continuation-In-Part of U.S. Patent No. 4,676,437)

Australia

<u>APPLN #</u>	<u>FILE DATE</u>	<u>CORRES. U.S. PATENT #</u>	<u>TITLE</u>
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60095/86	07/11/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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Canada

485,633	06/27/85	4,603,813	Double Back Spray Nozzle
508,573	05/07/86	Application 732,614	Mixing and Dispensing Gun with Improved Removable Nozzle
513,386	07/09/86	Application 067,096	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

EPO

86903773.9	06/06/86	Appln. 732,614	Mixing and Dispensing Gun with Improved Removable Nozzle
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Designated Countries

Belgium
France
Great Britain
Italy
Luxemburg
The Netherlands
Switzerland
West Germany

France

86/10332	07/16/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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Great Britain

86/17102	07/14/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals
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07 17 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Holland

8501755	06/19/85	4,603,813	Double Back Spray Nozzle
8601863	07/16/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

Japan

104733-1985	06/28/85	4,603,813	Double Back Spray Nozzle
A167751/1986	07/16/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

West Germany

P3523252.8	06/28/85	4,603,813	Double Back Spray Nozzle
P3624040.0	07/21/86	4,676,437	Low Cost Mixing and Dispensing Gun for Reactive Chemicals

RECORDED
PATENT AND TRADEMARK
OFFICE

FEB - 9 1990

REEL 5250 FRAME 124

8-10-518 L
POWELL, GOLDSTEIN, FRAZER & MURPHY

ATTORNEYS AT LAW

PLEASE RESPOND Atlanta Address

February 22, 1991

VIA EXPRESS MAIL

Commissioner on Patents and Trademarks
Washington, DC 20231

Attn.: Box Assignments

Re: Assignment Recording

Dear Sir:

Please record the enclosed original Amendment Number 3 to Patent Collateral Assignment that identifies one registration of patent number 4,925,107, file date, May 15, 1990.

The assignor is Insta-Foam Products, Inc.

The assignee is The Citizens & Southern National Bank.

Enclosed is a certified check payable to the Commissioner of Patents and Trademarks in the amount of \$8.00 to cover the cost of recording the Assignment.

Please acknowledge receipt of the foregoing by stamping the enclosed copy of this transmittal letter "Filed" and returning it to the undersigned in the self-addressed, stamped envelope which is enclosed. As soon as the Assignment has been recorded, please return it to the undersigned in the additional self-addressed, stamped envelope which is also enclosed.

Thank you very much.

Very truly yours,

120 BC 03/08/91 4925107

J. Michael Harley .00 CK

For POWELL, GOLDSTEIN, FRAZER & MURPHY

JMH/wpdkb
Enclosures

cc: Margaret Wolters (w/enclosures)
David M. Armitage, Esq.

20570763

Sixth Floor
1001 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
202 347-0066
Facsimile 202 624-7222

RECEIVED
91 MAR 12 AM 7:16
ASSIGNMENT

REI 5622 FMI 089

91562839



Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

TO: J. MICHAEL HARLEY
POWELL, GOLDSTEIN, FRAZER & MURPHY
1001 PENNSYLVANIA AVE., N.W., 6TH FLOOR
WASHINGTON, DC 20004

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
- AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME -
NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 INSTA-FOAM PRODUCTS, INC., A DE COR DOC DATE: 01/23/91
P.

RECORDATION DATE: 02/25/91 NUMBER OF PAGES 005 REEL/FRAME 5622/0089

DIGEST: SECURITY INTEREST

ASSIGNEE: 501 CITIZENS AND SOUTHERN NATIONAL BANK, THE, ATLANTA, GA A N
ATIONAL BANKING ASSOCIATION

SERIAL NUMBER 7-067096 FILING DATE 06/26/87
PATENT NUMBER 4,925,107 ISSUE DATE 05/15/90

AMENDMENT NO. 3
TO PATENT COLLATERAL ASSIGNMENT

THIS AGREEMENT IS MADE as of this 23rd day of January, 1991, between INSTA-FOAM PRODUCTS, INC., a Delaware corporation ("Assignor"), and THE CITIZENS AND SOUTHERN NATIONAL BANK, a national banking association with offices in Atlanta, Georgia (the "Bank").

WHEREAS, Assignor and the Bank heretofore have entered into that certain Patent Collateral Assignment (as heretofore amended the "Assignment"), dated as of January 11, 1985 and recorded January 15, 1985 in the United States Patent and Trademark Office at Reel 4354 Frames 376-386, pursuant to the terms of which Assignor granted to the Bank a security interest in the Patents listed in Schedule A to the Assignment; and

WHEREAS, Assignor has guaranteed certain indebtedness owed by Flexible Products Company ("FPC") to the Bank pursuant to the terms of that certain Guaranty dated as of January 11, 1985 and that certain Guaranty of Corporation dated December 1, 1989 (together, the "Guaranty"), which Guaranty is secured by the Assignment; and

WHEREAS, Assignor and the Bank amended Schedule A to the Assignment to include certain patents and patent applications of the Assignor arising subsequent to January 11, 1985 (the "Additional Patents"); and

WHEREAS, pursuant to a certain Loan Agreement dated as of January 23, 1991 by and among FPC, Assignor and the Bank, the Bank loaned to FPC an additional \$1,000,000 which loan is secured by the Guaranty; and

WHEREAS, the Assignor and the Bank desire to further amend the Assignment to provide that the Assignment specifically assigns an additional Patent to the Bank;

NOW, THEREFORE, in consideration of the premises and \$10.00 in hand paid, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees with the Bank as follows:

1. Schedule A of the Assignment is hereby amended to include the following described Patent as one of the Patents assigned by the Assignment:

United States Patent Number 4,925,107
File Date: 5/15/90 Expires 5/15/07
Title: Low cost mixing & dispensing gun for reactive chemicals (Insta-Flo gun) continuation in part of U.S. Patent No. 4,676,437

2. Assignor hereby affirms the representations, warranties and covenants contained in the Assignment as they specifically relate to the Patent included as an addition to Schedule A and confirms that the Patent constitutes one of the Patents for all purposes hereunder.

3. Except as otherwise amended as provided herein, the terms and conditions of the Assignment shall remain in full force and effect.

WITNESS the execution hereof under seal as of the day and year first above written.

INSTA-FOAM PRODUCTS, INC.

By: 

J.P. Henson, Chief
Executive Officer

Attest: 

Secretary

[CORPORATE SEAL]

THE CITIZENS AND SOUTHERN
NATIONAL BANK

By: 

Robert M. Aulebach,
Vice President

20370725

ACKNOWLEDGEMENT OF THE CITIZENS AND
SOUTHERN NATIONAL BANK

RECORDED
PATENT AND TRADEMARK
OFFICE

FEB 25 1991

STATE OF GEORGIA

COUNTY OF DEKALB

On this 23rd day of January, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert M. Aulebach, personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President of the bank that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Notary: Sandra K. Buffington

My Commission Expires:

SANDRA K. BUFFINGTON
Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 9, 1992

[AFFIX NOTARIAL SEAL]

20570725

REEL 5622 FRAME 093

TERMINATION OF PATENT COLLATERAL ASSIGNMENT

This instrument was prepared by and should be returned to:

Brenda J. Johnson MC: F19-100-01-06

NationsBank, N.A.

P.O. Box 40329

Jacksonville, FL 32203-0329

Bank of America, N.A. successor by merger to NationsBank, N.A. successor by merger to Citizens and Southern National Bank, N.A, having an address of 600 Peachtree Street N.E., Marietta, Georgia 30308 (hereinafter called "Bank of America, N.A."), is the owner and holder of a certain Patent Collateral Assignment (hereinafter called "Collateral Assignment"), given by Insta-Foam Products, Inc., having an address of 1500 Cedarwood Drive, Joiet, Illinois 60435 (hereinafter called "Borrower") to Bank of America, N.A., dated 11th day of January, 1985, recorded in Official Records Book 4354, Page 376 of the public records of Patent & TradeMark Office, which Collateral assignment was given to secure a promissory note described therein in favor of Bank of America, N.A. in the principal sum of Ten Million Two Hundred Twenty Four Thousand and no/100 DOLLARS (\$ 10,224,000.00) (hereinafter called the "Borrower Note").

THIS TERMINATION ALSO RELEASES THE FOLLOWING DOCUMENTS:

* AMENDMENT NO. 1 TO PATENT COLLATERAL ASSIGNMENT
RECORDED IN BK 5250 PG 118

* AMENDMENT NO. 2 TO PATENT COLLATERAL ASSIGNMENT
RECORDED IN BK 5250 PG 125

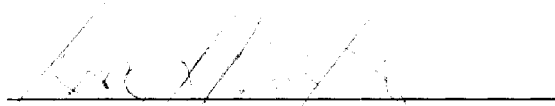
Bank of America, N.A. has received full payment of the Borrower Note and does hereby terminate the Collateral Assignment and directs the Patent & Trademark Office to cancel the same of record.

THIS INSTRUMENT IS BEING EXECUTED BY NANCY L. MAZUR, THE
ASST. VICE PRESIDENT OF Bank of America, N.A.

Bank of America, N.A has caused this instrument to be executed April 5, 2000.

Witnesses:

Bank of America, N.A.
corporation, its attorney in fact,



Lisa L. Weston



Elrese Peterson

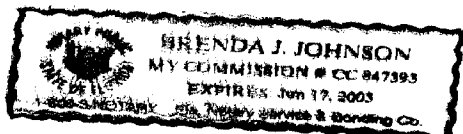
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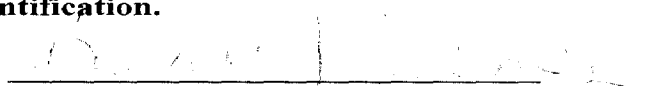
Nancy L. Mazur,
Asst. Vice President
P.O. Box 40329
Jacksonville, FL 32203-0329

State of Florida
County of Duval

The foregoing instrument was acknowledged before me April 5, 2000 by Nancy L. Mazur the Asst. Vice President of Bank of America, N.A.. He/She X is personally known to me or has produced identification.

[SEAL]




Notary Public - State of Florida
My Commission Expires:
My Commission Number:

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