

09-13-2000

Form PTO-1595

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COVER SHEET

U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

and the attached original documents or copy thereof.

To the Honorable Comm:

1. Name of conveying party(ies):

Natvar Holdings, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other -

Execution Date: June 21, 2000

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

Name: Morgan Guaranty Trust Company of New York

Internal Address:

Street Address: 60 Wall Street

City: New York State: New York ZIP: 10286

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 this application is:

A. Patent Application No. (s)

B. Patent No. (s):

4,627,844

Additional numbers attached? Yes ☐ No ☒

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036 - 2787

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

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

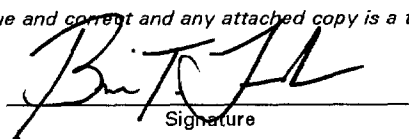
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9. Statement and signature.

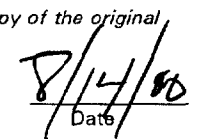
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke

Name of Person Signing



Signature



Date

Total number of pages comprising cover sheet: 1

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PATENT
 REEL: 011052 FRAME: 0029

PATENT SECURITY AGREEMENT

(PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, Natvar Holdings, Inc., a Delaware corporation (herein referred to as "Grantor") owns the Patents (as defined in the Security Agreement referred to below) (including design patents and applications for patents) listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses (as defined in the Security Agreement referred to below) identified in Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders and Morgan Guaranty Trust Company of New York, as Agent for such lenders, are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such lenders (the "Lenders") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement") between Grantor, other grantors party thereto and Morgan Guaranty Trust Company of New York, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of such secured parties a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (including each design patent and patent application), including, without limitation, each Patent (including each design patent and patent application) referred to in Schedule 1 annexed hereto;

(ii) each Patent License, including, without limitation, each Patent License identified in Schedule 1 annexed hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent (including any design patent), including, without limitation, any Patent referred to in Schedule 1 annexed hereto (including, without limitation, any such Patent issuing from any application referred to in Schedule 1 annexed hereto), and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 annexed hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and

authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of June, 2000.

NATVAR HOLDINGS, INC.

By: 
Title: Chief Executive Officer

Acknowledged:

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Agent

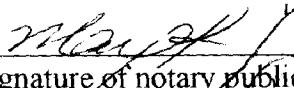
By: 
Title:
Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, May Karen Yip, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that F. Patrick Smith, Chief Executive Officer of Natvar Holdings, Inc.,
personally known to me to be the same person whose name is subscribed to the foregoing instrument
as such F. Patrick Smith, appeared before me this day in person and acknowledged that he signed,
executed and delivered the said instrument as his own free and voluntary act and as the free and
voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to
do.

GIVEN under my hand and Notarial Seal this 21st day of June, 2000.

[Seal]



Signature of notary public
My Commission expires June 22, 2000.

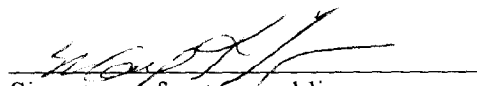
MAY KAREN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, May Karen Yip, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that Colleen Galle, **Vice President** of Morgan Guaranty Trust
Company of New York, personally known to me to be the same person whose name is subscribed to
the foregoing instrument as such Colleen Galle, appeared before me this day in person and
acknowledged that she signed, executed and delivered the said instrument as her ~~his~~ own free and
voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set
forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 21st day of June, 2000.

{Seal}



Signature of notary public

My Commission expires June 22, 2000.

MAY KAREN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000

SCHEDULE 1

Patent	Status	App. No.	App. Date	Patent No.	Issue Date
Tri-Layer Tubing	Issued	N/A		4,627,844	12/09/1986