

01-22-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1595
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

1-15-03

A.W. Chesterton Company
Chesterton International, Inc.

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: _____

Street Address: One Federal Street

City: Boston State: MA Zip: 02110

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 6/7/02

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) see attached

B. Patent No.(s) see attached

Additional numbers attached? Yes No

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

Name: Jodie Salasny, Legal Assistant

Internal Address: _____

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and patents involved: 52

7. Total fee (37 CFR 3.41).....\$ 2080.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16/0085

01/21/2003 DBYRME 00000156 10030020

DO NOT USE THIS SPACE

01 FC: 0021 Signature.

2080.00 DP

Jodie Salasny
Name of Person Signing

Jodie Salasny
Signature

1/14/03
Date

Total number of pages including cover sheet, attachments, and documents: 19

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

PATENT
REEL: 013645 FRAME: 0862

4.A. Patent Application Numbers:

PATENT	Application / Serial No.	Owner
OPPOSED FLOW SEAL/BEARING ASSEMBLY (HERRINGBONE)	10/030828	A.W. CHESTERTON COMPANY
SPLIT MECHANICAL FACE SEAL	09/596580	A.W. CHESTERTON COMPANY
SPLIT MECHANICAL FACE SEAL	09/827456	A.W. CHESTERTON COMPANY
SPACING ELEMENT FOR CENTERING COMPONENTS IN A MECHANICAL SEAL AND FOR PROMOTING CIRCULATION	09/967100	A.W. CHESTERTON COMPANY

4.B. Patent Numbers:

PATENT	Patent No.	Owner
SPLIT MECHANICAL FACE SEAL	4576384	A.W. CHESTERTON COMPANY
BALANCED MECHANICAL SEAL	5213340	A.W. CHESTERTON COMPANY
BALANCED MECHANICAL SEAL ASSEMBLY AND FLOW RING THEREFOR	5203575	A.W. CHESTERTON COMPANY
BALANCED MECHANICAL SEAL ASSEMBLY AND FLOW RING THEREFOR	5333882	A.W. CHESTERTON COMPANY
UNIVERSAL SEAL OR PACKING GLAND	5209496	A.W. CHESTERTON COMPANY
ANTI-ROTATION WIPER RING	5263404	A.W. CHESTERTON COMPANY
UNIVERSAL SPLIT MECHANICAL SEAL	5571268	A.W. CHESTERTON COMPANY
SECURING AND CENTERING DEVICES FOR A SPLIT MECHANICAL SEAL	5711532	A.W. CHESTERTON COMPANY
CENTERING DEVICES FOR A SPLIT MECHANICAL SEAL (AS AMENDED)	5725220	A.W. CHESTERTON COMPANY
CENTERING DEVICES FOR A SPLIT MECHANICAL SEAL (AS AMENDED)	5913520	A.W. CHESTERTON COMPANY
SPLIT INTERLOCKING SEAL	5513858	A.W. CHESTERTON COMPANY

PATENT	Patent No.	Owner
MECHANICAL SEAL (AS AMENDED)	4906008	A.W.CHESTERTON COMPANY
METHOD OF INSTALLING A POSITIVE BEARING HOUSING SEAL	4905366	A.W. CHESTERTON COMPANY
LUBRICATED BRAIDED PACKING AND METHOD OF MAKING SAME	5979287	A.W. CHESTERTON COMPANY
FILTERING SYSTEM FOR PUMP SEAL SHAFTS	5372730	A.W. CHESTERTON COMPANY
SHAFT SEAL COOLANT FLOW CONTROL	5456286	A.W. CHESTERTON COMPANY
MULTICHANGE ADJUSTABLE FLOW CONTROL	5426985	A.W. CHESTERTON COMPANY
SEALING SYSTEM FOR RECIPROCATING ROD	5398944	A.W. CHESTERTON COMPANY
CARTRIDGE SEAL HAVING A HIGH CONTACT PRESSURE SEAL AND MEANS FOR INTERSLEEVE ADJUSTMENT	5544897	A. W. CHESTERTON COMPANY
MOTOR PUMP POWER END INTERCONNECT	5344291	A. W. CHESTERTON COMPANY
SLEEVE FOR SHAFT SEAL	5489105	A.W. CHESTERTON COMPANY
SPLIT FITTING/SEAL	5368336	A. W. CHESTERTON COMPANY
ADJUSTABLE SHAFT SEAL AND METHOD OF ADJUSTMENT	4997191	A. W. CHESTERTON COMPANY
PRESSURE ACTIVATED EMERGENCY/TEMPORARY SEAL	5071139	A. W. CHESTERTON COMPANY
CLOSED LUBRICATION SYSTEM FOR BEARINGS	5129482	A. W. CHESTERTON COMPANY
SHAFT SEAL WITH PREDETERMINED MOUNTING PARAMETERS	4989882	A.W. CHESTERTON COMPANY
OMNI-DIRECTIONAL ARTICULATED MOUNTING ASSEMBLY FOR SHAFT SEALS	5026077	A.W. CHESTERTON COMPANY
SHAFT SEAL	4688807	A.W. CHESTERTON COMPANY
NON-CONTACTING MECHANICAL FACE SEAL INCLUDING FLUID CONTROL	6155572	A.W. CHESTERTON COMPANY

PATENT	Patent No.	Owner
SYSTEM		
DUAL NON-CONTACTING MECHANICAL FACE SEAL HAVING CONCENTRIC SEAL FACES	6076830	A.W. CHESTERTON COMPANY
DUAL NON-CONTACTING MECHANICAL FACE SEAL HAVING CONCENTRIC SEAL FACES	6386547	A.W. CHESTERTON COMPANY
SECONDARY SEALING ASSEMBLY FOR MECHANICAL FACE SEAL	6120034	A.W. CHESTERTON COMPANY
SPLIT MECHANICAL FACE SEAL	6131912	A.W. CHESTERTON COMPANY
SPLIT MECHANICAL FACE SEAL WITH NEGATIVE PRESSURE CONTROL SYSTEM	6068264	A.W. CHESTERTON COMPANY
FLUIDIC FEEDBACK PRESSURE REGULATION SYSTEM FOR A MECHANICAL SEAL	6116609	A.W. CHESTERTON COMPANY
METHOD AND APPARATUS FOR OPTIMIZING BARRIER FLUID FLOW FOR PROMOTING COOL RUNNING	5938205	A.W. CHESTERTON COMPANY
SPLIT MECHANICAL FACE SEAL WITH SEAL FACE FLUID INTRODUCING STRUCTURE	6059293	A.W. CHESTERTON COMPANY
SPLIT MECHANICAL FACE SEAL WITH RESILIENT PIVOTING MEMBER	6068263	A.W. CHESTERTON COMPANY
DUAL SEAL ASSEMBLY	6386548	A.W. CHESTERTON COMPANY
BRAIDED HIGH-TEMPERATURE PACKING COMPRISING A CORE OF FLEXIBLE GRAPHITE SHEET	5339520	A.W. CHESTERTON COMPANY
BRAIDED HIGH-TEMPERATURE PACKING COMPRISING A CORE OF FOLDED FLEXIBLE GRAPHITE SHEET	5225262	A.W. CHESTERTON COMPANY
SEAL/BEARING ASSEMBLY (SINGLE TAPER)	5827042	A.W. CHESTERTON COMPANY
SEAL/BEARING ASSEMBLY (DOUBLE TAPER)	6210103	A.W. CHESTERTON COMPANY
SEAL/BEARING ASSEMBLY (FOLDED TAPER)	5984627	A.W. CHESTERTON COMPANY

PATENT	Patent No.	Owner
PUMP IMPELLER WITH ADJUSTABLE BLADES	5800120	A.W. CHESTERTON COMPANY

PATENT	Patent No.	Owner
DUAL FACE SEAL WITH CLEAN BARRIER FLUID AND DYNAMIC PRESSURE CONTROL SYSTEM	5636847	CHESTERTON INTERNATIONAL, INC.
DUAL SEAL WITH CLEAN BARRIER FLUID AND DYNAMIC PRESSURE CONTROL	5769427	CHESTERTON INTERNATIONAL, INC.
LUBRICATED BRAIDED PACKING AND METHOD OF MAKING SAME	5794504	CHESTERTON INTERNATIONAL, INC.

SECURITY AGREEMENT (PATENTS)

This SECURITY AGREEMENT (PATENTS) dated as of June 7, 2002 (the "Security Agreement"), is by and among A.W. Chesterton Company, a Massachusetts corporation, whose principal place of business is located at 225 Fallon Road, Stoneham, Massachusetts, and Chesterton International, Inc., a Delaware corporation, whose principal place of business is located at 225 Fallon Road, Stoneham, Massachusetts (collectively, the "Pledgors"), and Fleet Capital Corporation (the "Lender").

WHEREAS the Pledgors are the owners of the patents issued by and/or the patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Patents");

WHEREAS the Pledgors have entered into that certain Credit and Security Agreement dated as of June 7, 2002 (the "Credit Agreement") among the Pledgors and the Lender, pursuant to which the Pledgors have granted to the Lender a security interest in, among other things, the Patents;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Lender, and grant to the Lender a security interest in, all of the Pledgors' right, title and interest in and to the Patents, the registrations and/or applications for registration of the Patents, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents (collectively, the "Patent Collateral").

The pledge and mortgage of, and grant of security interest in, the Patent Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.


This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Lender each hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Patent Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

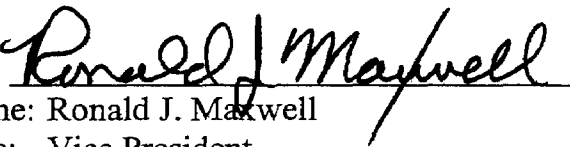
This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgors and the Lender have caused this Security Agreement (Patents) to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of June, 2002.

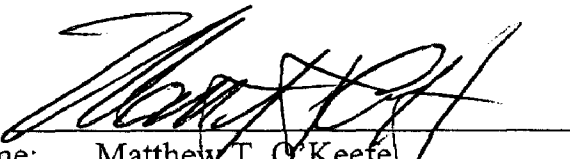
A.W. CHESTERTON COMPANY

By: 
Name: Ronald J. Maxwell
Title: Vice President

CHESTERTON INTERNATIONAL, INC.

By: 
Name: Ronald J. Maxwell
Title: Vice President

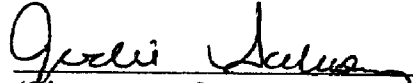
FLEET CAPITAL CORPORATION

By: 
Name: Matthew T. O'Keefe
Title: Senior Vice President

Commonwealth of Massachusetts

County of SUFFOLK

On this 7th day of JUNE, 2002, before me personally appeared Ronald J. Maxwell, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of A.W. Chesterton Company with authority to do so.



(Signature of notary public)

My commission expires: _____


JODIE SALASNY, Notary Public

My commission expires April 8, 2005

Commonwealth of Massachusetts

County of SUFFOLK

On this 7th day of JUNE, 2002, before me personally appeared Ronald J. Maxwell, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Chesterton International, Inc. with authority to do so.



(Signature of notary public)

My commission expires: _____

JODIE SALASNY, Notary Public

My commission expires April 8, 2005

Commonwealth of Massachusetts

County of SUFFOLK

On this 7th day of JUNE, 2002, before me personally appeared Matthew T. O'Keefe, the person who signed this instrument and who acknowledged that he/she signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.

Jodie Salasny
(Signature of notary public)

My commission expires: _____

JODIE SALASNY, Notary Public
My commission expires April 8, 2005

SCHEDULE A

see attached

SCHEDULE A

Docket Report for Chesterton
May 29, 2002

<u>Docket No.</u>	<u>App No</u>	<u>Pat No.</u>	<u>Grant Dt</u>	<u>Inventor</u>
CTH-0209	06/688659	4576384	18MR1986	AZIBERT HENRI V
SPLIT MECHANICAL FACE SEAL				
CTH-0222CN	07/873707	5213340	25MY1993	AZIBERT HENRI V
BALANCED MECHANICAL SEAL				
CTH-0222CP	07/779104	5203575	20AP1993	AZIBERT HENRI V
BALANCED MECHANICAL SEAL ASSEMBLY AND FLOW RING THEREFOR				
CTH-0222DV	07/913292	5333882	02AU1994	AZIBERT HENRI V
BALANCED MECHANICAL SEAL ASSEMBLY AND FLOW RING THEREFOR				
CTH-0224CN	07/918887	5209496	11MY1993	AZIBERT HENRI V
UNIVERSAL SEAL OR PACKING GLAND				
CTH-0225	07/819089	5263404	23NO1993	GAUCHER JOHN J
ANTI-ROTATION WIPER RING				
CTH-0227	08/168860	5571268	05NO1996	AZIBERT HENRI V
UNIVERSAL SPLIT MECHANICAL SEAL				
CTH-0228	08/168874	5711532	27JA1998	CLARK, MARLEN S.
SECURING AND CENTERING DEVICES FOR A SPLIT MECHANICAL SEAL				
CTH-0228DV	08/442319	5725220	10MR1998	CLARK, MARLEN S.
CENTERING DEVICES FOR A SPLIT MECHANICAL SEAL(AS AMENDED)				

<u>Docket No.</u>	<u>App No</u>	<u>Pat No.</u>	<u>Grant Dt</u>	<u>Inventor</u>
CTH-0228DVCN	08/914663	5913520	22JE1999	CLARK, MARLEN S.
CENTERING DEVICES FOR A SPLIT MECHANICAL SEAL(AS AMENDED)				
CTH-0241	HSS: P94,0502	08/233503	5513858	07MY1996 DEELY, CHRISTOPHER M.
SPLIT INTERLOCKING SEAL				
CTH-0242	H&S FP95.1146	08/527458	5636847	10JE1997 OSTROWSKI, MICHAEL
DUAL FACE SEAL WITH CLEAN BARRIER FLUID AND DYNAMIC PRESSURE CONTROL SYSTEM				
CTH-0242CP	H&S FP96.1131	08/727194	5769427	23JE1998 OSTROWSKI, MICHAEL H.
DUAL SEAL WITH CLEAN BARRIER FLUID AND DYNAMIC PRESSURE CONTROL				
CTH-0243	H&S FP88,0799	07/210767	4906008	06MR1990 WARNER, DALE J.
MECHANICAL SEAL (AS AMENDED)				
CTH-0243DV	HSS: FP89,1110	07/357257	4905366	06MR1990 WARNER, DALE J.
METHOD OF INSTALLING A POSITIVE BEARING HOUSING SEAL				
CTH-0244	H&S FP94.3315	08/530900	5794504	18AU1998 STARBILE, PAUL VINCENT
LUBRICATED BRAIDED PACKING AND METHOD OF MAKING SAME				
CTH-0244CN	H&S FP94.3315	09/104317	5979287	09NO1999 STARBILE, PAUL VINCENT
LUBRICATED BRAIDED PACKING AND METHOD OF MAKING SAME				

<u>Docket No.</u>	<u>App No</u>	<u>Pat No.</u>	<u>Grant Dt</u>	<u>Inventor</u>
CTH-0246	HSS: FP93,0920	08/107058	5372730	13DE1994 WARNER, DALE J.
FILTERING SYSTEM FOR PUMP SHAFT SEALS				
CTH-0247	HSS: FP93,0921B	08/278578	5456286	10OC1995 WARNER, DALE J.
SHAFT SEAL COOLANT FLOW CONTROL				
CTH-0248	HSS: FP93,0922	08/114058	5426985	27JE1995 WARNER, DALE J.
MULTICHANGE ADJUSTABLE FLOW CONTROL				
CTH-0249	HSS: FP92,1126	08/986332	5398944	21MR1995 D'ALFONSO, G. CHRISTOPHER
SEALING SYSTEM FOR RECIPROCATING ROD				
CTH-0250	HSS: FP93,1032	08/108452	5544897	13AU1996 DI PIETRO, LARRY
CARTRIDGE SEAL HAVING A HIGH CONTACT PRESSURE SEAL AND MEANS FOR INTERSLEEVE ADJUSTMENT				
CTH-0251	HSS: FP93,1193	08/091978	5344291	06SE1994 ANTKOWIAK, RICHARD P.
MOTOR PUMP POWER END INTERCONNECT				
CTH-0252	HSS: FP93,1667	08/132286	5489105	06FE1996 ATTENASIO, ANN
SLEEVE FOR SHAFT SEAL				
CTH-0253	HSS: FP93,1668	08/095864	5368336	29NO1994 VAN VLEET, FRANK R.
SPLIT FITTING/SEAL				
CTH-0254	HSS: FP89,1400	07/422733	4997191	05MR1991 WARNER, DALE J.
ADJUSTABLE SHAFT SEAL AND METHOD OF ADJUSTMENT				

<u>Docket No.</u>	<u>App No</u>	<u>Pat No.</u>	<u>Grant Dt</u>	<u>Inventor</u>
CTH-0255	HSS: FP89,2913	07/457396	5071139	10DE1991 WARNER, DALE J.
PRESSURE ACTIVATED EMERGENCY/TEMPORARY SEAL				
CTH-0256	HSS: FP89,3080	07/582392	5129482	14JL1992 WARNER, DALE J.
CLOSED LUBRICATION SYSTEM FOR BEARINGS				
CTH-0257	HSS: P88,0798	07/407117	4989882	05FE1991 WARNER, DALE J.
SHAFT SEAL WITH PREDETRMINED MOUNTING PARAMETERS				
CTH-0259	HSS: P86,0647	07/482825	5026077	25JE1991 WARNER, DALE J.
OMNI-DIRECTIONAL ARTICULATED MOUNTING ASSEMBLY FOR SHAFT SEALS				
CTH-0260	HSS: P85,0639	06/776810	4688807	25AU1987 WARNER, DALE J.
SHAFT SEAL				
CTH-0268	09/013698	6155572	05DE2000	WU, SHI-FENG
NON-CONTACTING MECHANICAL FACE SEAL INCLUDING FLUID CONTROL SYSTEM				
CTH-0269	09/013089	6076830	20JE2000	WU, SHI-FENG
DUAL NON-CONTACTING MECHANICAL FACE SEAL HAVING CONCENTRIC SEAL FACES				
CTH-0269CNCPA	09/528266	6386547B2	14MY2002	WU, SHIFENG
DUAL NON-CONTACTING MECHANICAL FACE SEAL HAVING CONCENTRIC SEAL FACES				
CTH-0270	09/013635	6120034	19SE2000	KOWALSKI, CHRISTOPHER A.
SECONDARY SEALING ASSEMBLY FOR MECHANICAL FACE SEAL				

<u>Docket No.</u>	<u>App No</u>	<u>Pat No.</u>	<u>Grant Dt</u>	<u>Inventor</u>
CTH-0271	08/992753	6131912	17OC2000	AZIBERT, HENRI V.
SPLIT MECHANICAL FACE SEAL				
CTH-0272	08/992751	6068264	30MY2000	AZIBERT, HENRI V.
SPLIT MECHANICAL FACE SEAL WITH NEGATIVE PRESSURE CONTROL SYSTEM				
CTH-0273	09/033538	6116609	12SE2000	AZIBERT, HENRI V.
FLUIDIC FEEDBACK PRESSURE REGULATION SYSTEM FOR A MECHANICAL SEAL				
CTH-0276	08/912558	5938205	17AU1999	AZIBERT, HENRI V.
METHOD AND APPARATUS FOR OPTIMIZING BARRIER FLUID FLOW FOR PROMOTING COOL RUNNING OF A				
CTH-0278	08/992611	6059293	09MY2000	AZIBERT, HENRI V.
SPLIT MECHANICAL FACE SEAL WITH SEAL FACE FLUID INTRODUCING STRUCTURE				
CTH-0279	08/992613	6068263	30MY2000	AZIBERT, HENRI V.
SPLIT MECHANICAL FACE SEAL WITH RESILIENT PIVOTING MEMBER				
CTH-0292	09/365969	6386548B1	14MY2002	GRIMANIS, MICHAEL P.
DUAL SEAL ASSEMBLY				
CTH-0523	00103/016002	08/061579	5339520	23AU1994 LEDUC, Roberto D.
BRAIDED HIGH-TEMPERATURE PACKING COMPRISING A CORE OF FLEXIBLE GRAPHITE SHEET				

Docket No. App No Pat No. Grant Dt Inventor

CTH-0525 07/692495 5225262 06JL1993

BRAIDED HIGH-TEMPERATURE PACKING COMPRISING A CORE OF FOLDED FLEXIBLE GRAPHITE SHEET

**A.W. CHESTERTON CO.
STONEHAM, MA.
TSG TECHNOLOGY
PATENT PORTFOLIO
JUNE 6, 2002**

APPL. SERIAL NO.	PRIORITY FILING DATE	COUNTRY	PATENT NO.	STATUS	SUBJECT MATTER DESCRIPTION	ANNUITY PAYMENT DUE
08/770044	6/19/95	USA	5,827,042	Granted	Seal/Bearing Assembly (single taper)	Apr. 27, 2002
09/052720	10/2/96	USA	6,210,103	Granted	Seal/Bearing Assembly (double taper)	Apr. 3, 2004
08/973849	4/29/97	USA	5,984,627	Granted	Seal/Bearing Assembly (folded taper)	May 16, 2003
08/742634	11/1/96	USA	5,800,120	Granted	Pump Impeller w/adjustable blades	Mar. 1, 2002
10/030828	1/11/02	USA		Pending	Opposed Flow Seal/Bearing Assembly (herringbone)	

A.W. CHESTERTON COMPANY
U.S. Patent Application

<u>Docket No.</u>	<u>App No</u>	<u>Pat No.</u>	<u>Grant Dt</u>	<u>Inventor</u>
CTH-0271CN	09/596580			AZIBERT, HENRI V

SPLIT MECHANICAL FACE SEAL

CTH-0271CN2	09/827456			AZIBERT, HENRI V.
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SPLIT MECHANICAL FACE SEAL

CTH-0301	09/967100			AZIBERT, HENRI V.
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SPACING ELEMENT FOR CENTERING COMPONENTS IN A MECHANICAL SEAL AND FOR PROMOTING CIRCULATION