


Reference Document ID No. 700052795

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>FiberMark, Inc.</u> Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>General Electric Capital Corporation</u> Internal Address: _____ _____ _____ Street Address: <u>335 Madison Avenue, 12th Floor</u> _____ _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: _____			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) _____ <u>See attached Schedule A</u> B. Patent No.(s) _____ <u>See attached Schedule A</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Bingham McCutchen LLP</u> Internal Address: <u>ATTN: Stacey Farrell</u> _____ _____ Street Address: <u>150 Federal Street</u> _____ City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>			6. Total number of applications and patents involved: <u>29</u> 7. Total fee (37 CFR 3.41).....\$ <u>1160.00</u> <input checked="" type="checkbox"/> Enclosed <u>previously sent</u> <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>Stacey Farrell</u> Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> <u>11/20/03</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: <u>14</u> </div>					

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

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Recordation Form Cover Sheet
PATENTS

ITEM 1 (continuing information)

Name of conveying party (ies):

FiberMark International Holdings, LLC
a Delaware Limited Liability Company

FiberMark North America, Inc.
a Delaware Corporation

SCHEDULE A**U.S. Patents and Patent Registrations**

Patent	Registrations United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
V-Groovable Gravure Printable Paper	5221557	6/22/1993
Miter-Foldable Saturated Paper-Based Ov.	5413834	5/9/1995
Leac Resistant, Water-Based Coatings	4721511	1/26/1998
Ink -Receptive, Water-based Coatings	5336348	8/19/1994
Method of Forming a Vermiculite Film	6239048	5/29/2001
Light-Activated Antimicrobial Materials	6042936	3/28/2000
Microspere Containing Circuit Board Paper	6346168 B1	2/12/2002
Process for Making Metal Fiber/Metal Powder Sheet	6315805	11/13/2001
Single or Multi-ply Filter Medium for Air Filtration and a Filter Element Made Therefrom	6616802	9/9/2003
Dust Filter Bag Including a Highly Porous Backing Material Ply	2002008369	7/4/2002
Uniform Metal Fiber Sheet	6540875	4/1/2003
High Temperature Paper	6537424	3/25/2003
Process for Making Metal Fiber/Metal Powder Sheet	6517675	2/11/2003
Dust Filter Bag Containing Nano Nn-Woven Tissue	6395046	5/28/2002
Process for Making Metal Fiber/Metal Powder Sheet	6346168	2/12/2002

Single or Multi-ply Filter Medium for Air Filtration and a Filter Element Made Therefrom	6315805	11/13/2001
Method for Making a Wet-Layed, Non-Woven Metal Fiber Sheet	6309510	10/30/2001
Light-Activated Antimicrobial and Antiviral Materials	6239048	5/29/2001
Microsphere Containing Circuit Board Paper	6042936	3/28/2000
Light-Activated Antimicrobial and Antiviral Materials	5830526	11/3/1998
Process for Making a Paper Based Product Employing a Polymeric Latex Binder	5824191	10/20/1998
Multi-Ply Filter Lasminate/Compsoite for Manufacturing Vacumm Cleaner Filter Bags	5437910	8/1/1994
Method for Forming a Vermiculite Film	5336348	8/9/1994
EMI and RFI Shielding and Antistatic Materials and Process for Producing the Same	4909901	3/20/1990
Method and Apparatus for Manufacture of Fibrids	4949463	5/8/1990
A Process for Making a Paper-Based Product Employing a Polymeric Latex Binder	5328567	7/12/1994

U.S. Patents and Patent Applications

Sewn Billboard Pocket Construction	123015	9/16/1993
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EXECUTION COPY

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 12, 2003, by **FIBERMARK, INC.**, a Delaware corporation, **FIBERMARK INTERNATIONAL HOLDINGS LLC**, a Delaware limited liability company and **FIBERMARK NORTH AMERICA, INC.**, a Delaware corporation (collectively, the "**Grantors**" and individually, a "**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantors, Fibermark Lahnstein GmbH & Co. OHG, a partnership organized under the laws of Germany, Fibermark Gessner GmbH & Co. OHG, a partnership organized under the laws of Germany, the other Persons named therein as Credit Parties, Administrative Agent, European Loan Agent, Fronting Lender and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Borrowers party thereto;

WHEREAS, Administrative Agent, Fronting Lender and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for Agents, Fronting Lender and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for Agents, Fronting Lender and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1 **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in **Annex A** thereto.

2 **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantors hereby grant to Administrative Agent, on behalf of Agents, Fronting Lender and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**");

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(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Notwithstanding the foregoing the term "Patent Collateral" shall not include: (a) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent that any valid and enforceable law or regulation, or contract term or provision, in each case applicable to such right, title or interest prohibits the creation of a security interest therein or (b) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of any Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder or breach thereof enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that (A) the foregoing exclusion in clause (b) shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, (ii) such prohibition would be rendered ineffective pursuant to Section 9-318(4) of the UCC or Sections 9-407(a) or 9-408(a) of Revised Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity; or (iii) the law or regulation which caused such exclusion become inapplicable; (B) each of the Grantors shall use its reasonable efforts to exclude from any contract, instrument or chattel paper entered into on or after the Closing Date, any prohibition against the granting by such Grantor to the Administrative Agent of a security interest therein; and (C) immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Patent Collateral" shall include, and such applicable Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the unconditional continuing security interest granted herein to the Administrative Agent in and to all rights, title and interests of the Grantors in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of Agents, Fronting Lender and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

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

FIBERMARK, INC. a Delaware corporation

By: Allen M. Kline
Name: _____
Title: _____

FIBERMARK NORTH AMERICA, INC.,
a Delaware corporation

By: Allen M. Kline
Name: _____
Title: _____

FIBERMARK INTERNATIONAL HOLDINGS LLC, a Delaware limited liability company

By: Allen M. Kline
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

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ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York

ss.

On this 15th day of November 2003, before me personally appeared Allen Klein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FIBERMARK, INTERNATIONAL HOLDINGS LLC, who being by me duly sworn did depose and say that s/he is an authorized officer of said LLC, that the said instrument was signed on behalf of said LLC as authorized by its certificate of formation and that s/he acknowledged said instrument to be the free act and deed of said LLC.

Susan A. Dalessandro
Notary Public

{SEAL}

SUSAN A. DALESSANDRO
Notary Public, State Of New York
No. 01DA4954898
Qualified In Richmond County
Commission Expires August 21, 2005

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

FIBERMARK, INC. a Delaware corporation

By: _____
Name: _____
Title: _____

FIBERMARK NORTH AMERICA, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

FIBERMARK INTERNATIONAL HOLDINGS LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: 
Name: _____
Title: Duly Authorized Signatory

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**SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS**

Mark Reg. No. Date
PATENT APPLICATIONS

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INTELLECTUAL PROPERTY
PATENTS

Rel. Nbr.	Cust. Number	Title of Invention	Country	Application Number	Application Filing Date	Patent Number	Patent Grant Date	Patent Exp'n Date	Status	Location of Original	PCT	Comments
Intellectual Property												
20322	2431	RELEASE COATED ADHESIVE TAPE	CANADA	212677	12/28/1975	1054885	5/28/1979	5/28/1985	ACTIVE			
21687	2940	Water Activable, High Tack, High Peel	JAPAN	32844787	12/28/1987				ACTIVE			
21687	2940	Water Activable, High Tack, High Peel	PHILIPPINES	30768	1/18/1988				ACTIVE			
21687	2940	Water Activable, High Tack, High Peel	SOUTH KOREA	2701968	1/18/1988				ACTIVE			
22680	3366C	Water Activable, High Tack, High Peel	CANADA	2005708-7	12/10/1992				ACTIVE			
22680	3366C	Water Activable, High Tack, High Peel	JAPAN	9106583	3/28/1993				ACTIVE			
22680	3366C	Water Activable, High Tack, High Peel	SOUTH AFRICA	928485	12/18/1992	928485	10/27/1993	12/18/2012	ACTIVE			
21527	2782	LEACH RESISTANT ANTIMICROBIAL FABRIC	CANADA	490226	5/9/1995	1255035	12/18/1999	12/18/2006	ACTIVE			
21784	3012	INK-RECEPTIVE WATER-BASED COATINGS	JAPAN	3285588	12/21/1988				ACTIVE			
22403	3411	Method of Forming a Varnishlike Film	AUSTRALIA	5042089	12/15/1993				ACTIVE			
22403	3411	Method of Forming a Varnishlike Film	FRANCE	9314874	12/14/1993				ACTIVE			
22403	3411	Method of Forming a Varnishlike Film	GERMANY	P4343526.2	12/14/1993				ACTIVE			
22403	3411	Method of Forming a Varnishlike Film	JAPAN	31651603	12/16/1993				ACTIVE			
		Process for making metal fibrous powder sheet	Israel	132110					PENDING		Yes	Application Pending
		Process for making metal fibrous powder sheet	Japan	90-541624		P-33 12 3437-05	3/26/1992		PENDING		Yes	Application Pending
		Stauchmittel, dessen Herstellung und Verwendung	Germany			0 338 479	8/25/1992		ACTIVE			
		Stauchmittel, dessen Herstellung und Verwendung	EPO			40 18 650.1 45	11/24/97		ACTIVE			
		Kepp-Papiere, Verfahren zur ihren Herstellung und Verwendung	Germany			91 11 00403	6/8/1994		ACTIVE			
		Kepp-Papiere, Verfahren zur ihren Herstellung und Verwendung	EPO			42715 10.5-03	8/10/1995		ACTIVE			
		Recyclingfähige Beschaffenheit Verpackungsbehälter	Germany			94 108 798.7	1/26/1995		ACTIVE			
		Multi-Ply Water-laminates composites for manufacturing vacuum cleaner filter bags	EPO			198 20 153.2 15	12/27/1998		ACTIVE			Patent holder Brandt GmbH Inventions Diener Endg and Enkel Reibel
		Faltenbildung für ortsnutzende Geräte	Germany			160 20 580.8 27	8/20/2001		ACTIVE			
		Single or multi-ply filter medium for air filtration and a filter element made therefrom	Germany			259 07 653.7	8/6/1999		ACTIVE			
		Dust filter bag containing nano non-woven fabric							ACTIVE			

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INTELLECTUAL PROPERTY
PATENTS

Ref. No.	Case Number	Title of Invention	Country	Application Number	Application Filing Date	Patent Number	Patent Grant Date	Patent Expiry Date	Status	Location of Original	PCT	Comments
United States Patents												
2261	3316	V-Grooved Cravate Printable Paper	USA	810449	12/29/1991	5221557	6/22/1993	5/22/2019	ACTIVE			
2280	3389C	Miter Foldable Self-stick Paper-Based Div.	USA	82017	3/31/1992	5411034	5/8/1993	-	ACTIVE			
2287	3468	Swan Billboard Pocket Construction	USA	123015	9/18/1993		-	-	N/A			
21627	2702	LEACH RESISTANT ANTIMICROBIAL FABRIC	USA	658331	10/31/1984	4721511	12/6/1988	12/6/2005	ACTIVE			
21784	3102	INK-RECEPTIVE, WATER-BASED COATINGS	USA	113264	12/22/1987	4688765	12/25/1989	12/25/2008	ACTIVE			
22403	3411	Method of Forming a Veneerlike Film	USA	991858	12/16/1982	5316348	8/16/1994	-	ACTIVE			
574-004		Light-activated antimicrobial materials	USA	800555-464	12/28/1984	8239048	6/24/2001	5/29/2018	ACTIVE	BRATTAL		
527-002		Microsphere containing cross-linked paper sheet	USA	804935-045	9/23/1987	6042636	3/28/2000	3/23/2017	ACTIVE	BRATTAL		
		Process for making metal fibrous powder sheet	USA	094566-334	7/19/1989	6949168 B1	2/12/2002		ACTIVE			
		Single or multi-ply fiber medium for air filtration and a filter element made therefrom	USA	094566-285	4/27/2000	6315605	11/13/2001		ACTIVE			
		Process and apparatus for making a sheet of fibrous fibers using foamed medium	USA			6618802	8/8/2003		ACTIVE		Yes	Newly issued to FiberMark, Inc.
		Dust filter bag including a highly porous backing material	USA			2002008369	7/4/2002		ACTIVE			FiberMark GmbH & Co.
		Uniform metal fiber sheet	USA			6540876	4/1/2003		ACTIVE		ABAND.	PCT filed and then abandoned
		High temperature paper	USA			6537424	3/26/2003		ACTIVE		Yes	Newly issued to FiberMark, Inc.
		Process for making metal fibrous powder sheet	USA			6517675	2/11/2003		ACTIVE		Yes	Newly issued to FiberMark, Inc.
		Dual fiber bag containing non-metallic fibers	USA			6361645	5/28/2002		ACTIVE			FiberMark GmbH & Co.
		Process for making metal fibrous powder sheet	USA			6346168	2/12/2002		ACTIVE		No	Newly issued to FiberMark, Inc.
		Single or multi-ply fiber medium for air filtration and a filter element made therefrom	USA			6316805	1/1/2001		ACTIVE			FiberMark GmbH & Co.
		Method for making a wet-layed, non-woven metal fiber sheet	USA			6309510	10/30/2001		ACTIVE		No	Newly issued to FiberMark, Inc.
		Light-activated antimicrobial and antiviral materials	USA			6239048	5/29/2001		ACTIVE		N/R.	Eligible not to renew PCT
		Microsphere containing fibrous board paper	USA			6042636	3/28/2000		ACTIVE		N/R.	Eligible not to renew PCT
		Light-activated antimicrobial and antiviral materials	USA			5830525	11/31/99		ACTIVE			FiberMark GmbH & Co.
		Process for making a paper based product employing a polymeric fiber binder	USA			584191	10/20/1998		ACTIVE			Being reissued to FiberMark, Inc. from FiberMark Fiber and Technical Products, Inc.

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INTELLECTUAL PROPERTY
PATENTS

Ref. No.	Case Number	Title of Invention	Country	Application Number	Patent Number	Patent Grant Date	Patent Expiration Date	Status	Location of Original	PCT	Comments
<u>United States Patents (continued)</u>											
		Multi-ply filter laminated composite for manufacturing vacuum cleaner filter bags	USA		6407910	8/1/1994		ACTIVE			FluorMark GmbH & Co.
		Micro-fiber spunbond nonwoven overlay system and method for fabricating the same	USA		6413834	6/8/1995		EXPIRED			Expired (see above)
		Method for forming a vertical filter film	USA		6300343	8/9/1994		ACTIVE			Unlikely to renew
		EMA and PPI chelating and anionic materials and process for producing the same	USA		4509931	3/20/1990		ACTIVE	Finogen Corporation		Initial: James River Corp.; may not have been reassigned to FluorMark, Inc.
		Method and apparatus for manufacture of filters	USA		4394463	9/8/1990		ACTIVE	Joe Cass		Initial: James River Corp.; may not have been reassigned to FluorMark, Inc.
		A process for making a paper-based product employing a polymer latex binder	USA		5228567	7/13/1994		ACTIVE	Joe Cass		Initial: Quaker Papers Group, Inc.; may not have been reassigned to FluorMark, Inc.

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** TOTAL PAGE: 15 **

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