

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Global Material Technologies, Incorporated	11/12/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Gladstone Capital Corporation
<b>Street Address:</b>	1616 Anderson Road
<b>Internal Address:</b>	Suite 209
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5724711
Patent Number:	5972814
Patent Number:	6298538
Patent Number:	6502289
Patent Number:	6583074
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)849-7400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650 843 5381
<b>Email:</b>	dsanchezbentz@cooley.com
<b>Correspondent Name:</b>	Diana Sanchez Bentz
<b>Address Line 1:</b>	Cooley Godward LLP
<b>Address Line 2:</b>	3000 El Camino Real
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz

**CH \$200.00 5724711**

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 12, 2004 by and between GLADSTONE CAPITAL CORPORATION, a Maryland corporation ("**Lender**") and GMT SPECIALTY PACKAGING CO., LLC, a Delaware limited liability company ("**GSP**") and GLOBAL MATERIAL TECHNOLOGIES, INCORPORATED, a New York corporation ("**GMT**" and together with GSP, the "**Grantors**").

### RECITALS

WHEREAS, Grantors and Lender entered into that certain Credit Agreement of even date herewith (the "**Credit Agreement**") pursuant to which Lender has agreed to make certain credit extensions to Grantors, with such credit extensions to be evidenced by Grantors' issuance to Lender of a certain Note in the principal amount of Five Million Five Hundred Thousand (\$5,500,000) (the "**Note**"). As a condition of the credit extensions, Lender required that Grantors grant to Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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.

The security interests are granted in conjunction with the security interests granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security

Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.


Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement is subject to the terms of that certain Intercreditor Agreement dated of even date herewith by and between Lender and LaSalle Bank National Association.


**[Remainder of this page left intentionally blank]**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GMT SPECIALTY PACKAGING CO., LLC,  
as a Grantor

By:   
Name: NORMAN SOFF  
Title: MANAGER

GLOBAL MATERIAL TECHNOLOGIES,  
INCORPORATED, as a Grantor

By:   
Name: NORMAN SOFF  
Title: PRESIDENT

GLADSTONE CAPITAL CORPORATION,  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GMT SPECIALTY PACKAGING CO., LLC,**  
as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GLOBAL MATERIAL TECHNOLOGIES,**  
**INCORPORATED,** as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GLADSTONE CAPITAL CORPORATION,**  
as Lender

By: Robert A. Pierce  
Name: Robert A. Pierce  
Title: Managing Director

*Signature Page to Intellectual Property Security Agreement*

**SCHEDULE A**  
**COPYRIGHTS**

<b>Title/Description</b>	<b>Registration No.</b>	<b>Date of Registration</b>
Dura Blue Soap Pads	VA-999-659	April 5, 2000
Dura Blue Soap Pads	VA-999-660	April 5, 2000
Soap Pads	VA-1-038-294	October 30, 2000

**SCHEDULE B****PATENTS**

<b>PATENT TITLE</b>	<b>REG. NO.</b>	<b>DATE OF ISSUANCE</b>
APPARATUS FOR MAKING STEEL WOOL FILTER PADS AND RELATED METHOD	5,724,711	March 10, 1998
REINFORCED NONWOVEN METAL FABRIC	5,972,814	October 26, 1999
NONWOVEN METAL FABRIC AND METHOD OF MAKING SAME	6,298,538	October 9, 2001
COMPOSITE NONWOVEN FABRIC AND METHOD FOR MAKING SAME	6,502,289	January 7, 2003
NON-WOVEN METAL FABRIC	6,583,074	June 24, 2003



**SCHEDULE C**  
**TRADEMARKS**

<b>TITLE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
DURA BLU	2,497,872	October 16, 2001
ULTRA SAND	2,463,902	June 26, 2001
DB DURA BLU	2,427,008	February 6, 2001