

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 8/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Tex-Tech Industries, Inc.

Execution Date(s) May 14, 2004

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Doc. ID No. 102768708

2. Name and address of receiving party(ies)

Name: Sovereign Bank

Internal Address: _____

Street Address: 75 State Street

City: Boston

State: MA

Country: USA Zip: 02109

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

4. Application or patent number(s):

A. Patent Application No.(s)

See attached Schedule A

☐ This document is being filed together with a new application.

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Stacey C. Friends, Esquire

Internal Address: _____

Ruberto, Israel & Weiner, P.C.

Street Address: 100 N. Washington Street

City: Boston

State: MA Zip: 02114-2128

Phone Number: 617. 742. 4200

Fax Number: 617. 742. 2355

Email Address: trademark@riw.com

6. Total number of applications and patents involved:

10

7. Total fee (37 CFR 1.21(h) & 3.41) \$400.00

- ☐ ~~Not to be charged to deposit account~~
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501715

Authorized User Name Stacey Friends

9. Signature:

Stacey Friends
Signature

Date

Stacey Friends

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5955, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SCHEDULE A**PATENT APPLICATION NUMBERS**

10/084,225
10/199,766
10/247,997
10/658,550
10/739,161

PATENT NUMBERS

6,383,623
6,579,396
6,696,374
6,212,355
4,524,614

06-16-2004



102768708

Form PTO-1595
(Rev. 10/02)

REC

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

Tab settings

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):

Tex-Tech Industries, Inc. 6-904

2. Name and address of receiving party(ies)

Name: Sovereign Bank

Internal Address: _____

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Street Address: 75 State StreetCity: Boston State: MA Zip: 02109Execution Date: May 14, 2004Additional 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) See attachedB. Patent No.(s) See attachedSchedule ASchedule AAdditional numbers attached? ☒ Yes ☐ No

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

Name: Stacey C. Friends, EsquireInternal Address: Ruberto, Israel & Weiner6. Total number of applications and patents involved: 107. Total fee (37 CFR 3.41).....\$400.00☐ Enclosed☒ Authorized to be charged to deposit accountStreet Address: 100 North Washington Street
6th Floor8. Deposit account number: 501715City: Boston State: MA Zip: 02114-2128

DO NOT USE THIS SPACE

9. Signature.

Stacey C. Friends

Name of Person Signing

Signature

6/8/04

Date

06/15/2004 BRYONE 00000158 501715 102768708

1 50:0021 400.00 0A

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

PATENT SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of May 14, 2004, by and between Tex-Tech Industries, Inc., A Delaware corporation having its principal place of business at 105 North Main Street, North Monmouth, Maine 04265 (the "**Borrower**"), and to Sovereign Bank, a federally chartered savings bank with offices at 75 State Street, Boston, MA 02109 ("**Bank**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

1. **Grant of Security Interest.** Borrower hereby grants to Bank a first priority security interest in, but does not transfer title to Secured party, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Bank whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, those liabilities of Borrower to Bank pursuant to a Loan Security Agreement (All Assets) dated May 14, 2004, between Bank and Borrower (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights and rights to extend such patents and patent rights;

(b) the patents and patent applications listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All patentable inventions, applications for patent under federal patent law or regulation of any foreign country, and the right to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) All general intangibles relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. **Warranties and Representations.** Borrower hereby warrants and represents to Bank the following:

(a) A true and complete schedule setting forth all patents and patent applications owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the patents and patent applications set forth on Schedule A is believed to be valid and enforceable, and unless indicated, Borrower is not presently aware of any past, present or prospective claim by any third party that any of the patents are invalid or unenforceable, or that the use of any patents violates the rights of any third person, or of any basis for any such claims;

(c) Unless indicated, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the patents and patent applications, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the patents;

(e) Except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

3. **After-Acquired Patent Rights.** If Borrower shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, divisional or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new patents. Borrower shall bear any expenses incurred in connection with future applications for patent.

4. **Litigation and Proceedings.** Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation if required, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of the patents, its right to apply for the same, or its right to keep and maintain such patent rights.

5. **Power of Attorney.** Borrower grants Bank power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Bank's discretion to take any

action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. **Events of Default.** Any of the following events shall be an Event of Default:

(a) Borrower fails to make any payment of principal or interest or any other payment on any Obligation when due and payable, by acceleration or otherwise; and

(b) the occurrence of an Event of Default as that term is defined in the Loan Agreement.

8. **Specific Remedies.** Upon the occurrence of any Event of Default:

(a) Bank may cease advancing money or extending credit to or for the benefit of Borrower under the Loan Agreement or under any other agreement between Borrower and Bank.

(b) Bank may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower.

(c) Bank may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Bank, including amounts represented by certificates of deposit;

(d) Bank may notify licensees to make royalty payments on license agreements directly to Bank;

(e) Bank may sell or assign the Collateral at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;


(f) If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Bank at such sale.

9. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

TEX-TECH INDUSTRIES, INC.


By: 
Ciaran F. Lynch, President

By: 
John P. Doucette, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, Boston ss.

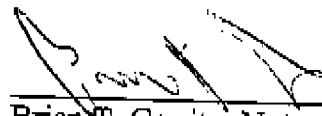
On this 14th day of May, 2004, before me, the undersigned notary public, personally appeared Ciaran F. Lynch, as President of Tex-Tech Industries, Inc., a Delaware corporation, proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, a driver's license issued by the State of MA bearing the photographic image of the face and signature of Ciaran F. Lynch, President and acknowledged to me that he signed it voluntarily in his said capacity for its stated purpose.


Brian T. Garrity, Notary Public
My Commission Expires: 9/26/08

COMMONWEALTH OF MASSACHUSETTS

Suffolk, Boston ss.

On this 14 day of March, 2004, before me, the undersigned notary public, personally appeared John P. Doucette, as Vice President of Sovereign Bank, proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, my personal knowledge of the identity of that individual and acknowledged to me that he signed it voluntarily for its stated purpose.



Brian T. Garrity, Notary Public
My Commission Expires: 9/26/08

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**SCHEDULE A
TO A PATENT AND SECURITY AGREEMENT
BETWEEN TEX-TECH INDUSTRIES, INC (Borrower) AND
SOVEREIGN BANK (Bank)**

Title: High Performance Insulation US Pat No. 6,383,623

Issue Date: May 7th 2002

Expiration Date: August 6th 2019

Corresponding Foreign Applications

- 1.) Canada - 2315335 - Pending
- 2.) Mexico - 7658 - Pending
- 3.) Europe - 116893.9 - Pending

High Performance Insulation (Divisional) - US Pat No. 6,579,396

Issue Date: June 17, 2003

Expiration Date: August 6th 2019

Country(s): USA

Issue Date: June 17th 2003

Expiration Date: August 6th 2019

Title: Fire Blocking Fabric - US Pending Application - 10/084,225 (Allowed, Awaiting US PAT No.)

Country(s): USA

Current Status: ALLOWED

Anticipated Issue Date: 2004

Title: Thermal and Acoustic Insulation- US Pending Application - 10/199,766

Country(s): USA

Current Status: PENDING

Title: Fireblocking Paper - US Pending Application - 10/441,771

Country(s): USA, Canada, Mexico, Europe

Current Status: PENDING

Corresponding Foreign Applications

- 1.) PCT/US02/29863 (Published International Application WO 03/025284)
- 2.) Canada - Pending, Awaiting Application Number
- 3.) Mexico - Pending, Application No. 2677/2004
- 4.) Europe - Pending, Application No. 2766327.7

Title: Energy Absorbing Materials- US Pending Application - 10/658,350

Country(s): USA

Current Status: PENDING

Title: Carbon Based Weld Blanket - US PAT NO. 6,696,374 *

Issue Date: 2/24/2004

Anticipated Expiration Date: 9/25/2021

Country(s): USA

Title: Carbon Based Weld Blanket (Divisional) Pending Application No. 10/739,161 *

Country(s): USA

Current Status: PENDING

Title: Oil metering supply apparatus and method for applying an evenly distributed release oil onto a fuser roller - US Patent No. 6,212,355

Issue Date: August 23, 1999

Anticipated Expiration Date: 8/23/2019

Country(s): USA

Current Status: ISSUED

Title: Tennis ball evaluator - US Patent No. : 4,524,614

Issue Date: 6/5/1985

Anticipated Expiration Date: 6/5/2005

Country(s): USA

Current Status: ISSUED

NOTES

* This patent is owned by the first named inventor, Bill Bridgeman, but TTI controls the patent through an exclusive license agreement. A Declaratory Judgment action asserting invalidity and non-infringement was filed on the February 24, 2004 issue date, but has not been served, and settlement negotiations are ongoing.

** Airbus is involved in the development of this invention and may have rights to patents that issue on these applications.