



04-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101329013

RECORDATION FORM COVER SHEET

MED 3-23-00

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02 22 2000

Name Arlon, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 335 Madison Avenue

Address (line 2) 5th Floor

Address (line 3) New York

City

New York

State/Country

10017

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other Federally Licensed Bank

Citizenship/State of Incorporation/Organization United States

FOR OFFICE USE ONLY

04/19/2000 DNGUYEN 00000396 683183

01 FC:401
02 FC:402

40.00 OP
325.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. MB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO ADDRESS.

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

00000397 683183

04/19/2000 DNGUYEN 01 FC:401

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04/19/2000 DNGUYEN 01 FC:401

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-326-4326

Name

Catherine Ames, Esq.

Address (line 1)

O'Melveny & Myers LLP

Address (line 2)

Citigroup Center

Address (line 3)

153 East 53rd Street

Address (line 4)

New York, New York 10022-4611

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

683183

778004

1217575

676169

1417454

1917949

1162639

1222595

2248085

Number of Properties

Enter the total number of properties involved.

#

14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

365.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Catherine Ames

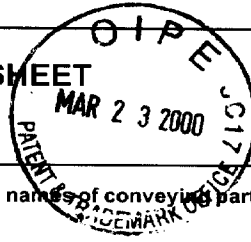
3/22/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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1729344	<input type="text"/>	<input type="text"/>
1627116	<input type="text"/>	<input type="text"/>
693689	<input type="text"/>	<input type="text"/>
1526331	<input type="text"/>	<input type="text"/>
711155	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Arlon, Inc., a Delaware corporation ("Company"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademarks (as defined below); and

WHEREAS, Company, Bairnco Corporation, a Delaware corporation ("Bairnco"), Kasco Corporation, a Delaware corporation ("Kasco") and certain other Subsidiaries of Bairnco (each of Company, Bairnco, Kasco and such other subsidiaries, individually a "Borrower" and collectively, the "Borrowers") are party to that certain Second Amended and Restated Credit Agreement dated as of February 22, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, hereinafter referred to as the "Credit Agreement") with the banks and other financial institutions which are, or may become, parties thereto (hereinafter collectively called the "Lenders" and individually called a "Lender"), Sun Trust Bank, as syndication agent, and Bank of America, N.A., as agent for the Lenders (in such capacity, together with any successors thereto in such capacity, hereinafter referred to as the "Agent"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Company may from time to time enter into or obtain Hedging Obligations (as defined in the Credit Agreement) with one or more of the Lenders;

WHEREAS, Company has executed and delivered that certain Guaranty dated as of September 27, 1990, as amended, restated, supplemented or otherwise modified as of the date hereof, (as the same may be further amended, restated, supplemented or otherwise modified, the "Guaranty") in favor of Agent for the benefit of Lenders, pursuant to which Company has guaranteed the prompt payment and performance when due of all Obligations of the Borrowers under the Credit Agreement, including without limitation the obligation of the Borrowers to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Amended and Restated Security Agreement dated as of February 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Company, Agent and the other companies named therein, Company has agreed to create in favor of Agent a secured and protected interest in, and Agent has agreed to become a secured creditor with respect to, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Company hereby grants to Agent a security interest in all of Company's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Company now has or hereafter acquires an interest and

wherever the same may be located (the "Trademarks");

all foreign, United States and state trademarks and trademark registrations, tradenames and tradename registrations and service marks and service mark registrations now or hereafter owned by Company, including, without limitation, those listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, tradename and tradename registration, service mark and service mark registration and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitation, licenses, royalties and proceeds of suit) (all of the foregoing being collectively hereinafter referred to as the "Trademarks") and


together with: (x) all books, ledgers, books of account, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and (y) all proceeds, products, rents, issues, profits and returns of and from any of the foregoing.

Company does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Company has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ___ day of February, 2000.

ARLON, INC.

By: 
Name: James W. Lambert
Title: Vice President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arlon, Inc.	Di-Clad	683,183	8/11/79
Arlon, Inc.	Di-Clad	676,169	3/31/99
Arlon, Inc.	CALON	1,162,639	7/28/81
Arlon, Inc.	CuClad	778,004	10/6/84
Arlon, Inc.	Thermapad	1,417,454	11/18/86
Arlon, Inc.	Estermat	1,222,595	1/4/83
Arlon, Inc.	Ultratherm	1,217,575	11/23/82
Arlon, Inc.	Ultratherm	1,917,949	9/12/95
Arlon, Inc.	Imageburst	2,248,085	5/25/99
Arlon, Inc.	Isoclad	1,729,344	11/3/92
Arlon, Inc.	K-Therm	1,627,116	12/11/90
Arlon, Inc.	Therma-K	693,689	3/1/80
Arlon, Inc.	Thermabond	1,526,331	2/28/89
Arlon, Inc.	Level-Wrap	711,155	2/14/81

NY1:730525

RECORDED: 03/23/2000

**TRADEMARK
REEL: 002056 FRAME: 0857**