

8-18-00

08-18-2000



101436299

RECORDATION FORM COVER SHEET
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

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 Association
 - Corporation
 - Other
- 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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

315E

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. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002121 FRAME: 0607

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

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

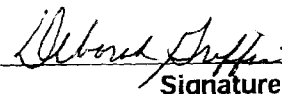
Deposit Account Number: #

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.

Deborah Griffin


Signature

8/17/2000

Name of Person Signing

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

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

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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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Sutherland
▪ Asbill &
Brennan LLP
ATTORNEYS AT LAW

06-02-2000

101372782

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www.sablaw.com

DEBORAH GRIFFIN
DIRECT LINE: (404) 853-8536
Internet: dgriffin@sablaw.com

5-16-00

May 15, 2000

BY FEDERAL EXPRESS

United States Patent and Trademark Office
Attn: Customer Service Center - Assignments
Crystal Gateway #4 - 3rd Floor
1213 Jefferson Davis Highway
Arlington, VA 22202

Re: Fleet National Bank/VyTech Industries, Incorporated

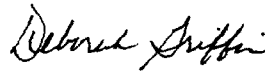
Dear Sir or Madam:

Enclosed is an Assignment for Trademarks along with attached copy to be filed in your office on behalf of Fleet National Bank. Please find enclosed our firm's check in the amount of \$315.00 to cover recording fees.

In order to receive a copy of the stamped filed document as soon as possible, please return in the enclosed self addressed stamped envelope.

Thank you for your assistance. If you have any questions regarding the enclosed, please call me collect at (404) 853-8536.

Sincerely,



Deborah Griffin
Legal Assistant

06/01/2000 DNGUYEN 00000179 1283336

01 FC:481 40.00 OP
02 FC:482 275.00 OP

Enclosures

cc: Andrew S. Locker

AOCorp 327963.1

Atlanta ▪ Austin ▪ New York ▪ Tallahassee ▪ Washington, DC

TRADEMARK
REEL: 002121 FRAME: 0610

ASSIGNMENT
(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF COBB)

WHEREAS, pursuant to a Security Assignment (Trademarks), dated as of August 13, 1993 and recorded in the United States Patent and Trademark Office on November 4, 1993 at Reel 1057, Frame 0402 (the "Security Assignment"), VYTECH INDUSTRIES, INCORPORATED, a Delaware corporation (the "Borrower"), has assigned to FLEET NATIONAL BANK, a national banking association (formerly known as BankBoston, N.A., formerly known as The First National Bank of Boston) (the "Grantor"), and granted to the Grantor, a continuing security interest in, and a continuing lien on, all of the Borrower's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) trademarks and trade names and registrations and applications for registration thereof, including, without limitation, the trademarks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** hereto, and the goodwill of the business symbolized by the trademarks,
- (b) licenses of the foregoing to which the Borrower is a party as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof,
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing to the Borrower,
- (f) trademarks, trade names, registrations and applications for registration for any thereof and any other rights corresponding thereto throughout the world, and
- (g) all proceeds of and accessions to any and all of the foregoing;

WHEREAS, the assignment and grant to the Grantor of the lien and security interest in all of the Borrower's right, title and interest in and to the Trademark Collateral pursuant to the

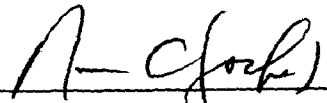
Security Assignment secure the payment and performance of the Secured Obligations, as defined in the Loan and Security Agreement dated as of August 13, 1993 between the Borrower and the Grantor, as amended to date and as may be further amended, supplemented, restated, or otherwise modified from time to time (the "Loan Agreement"); and

WHEREAS, pursuant to an Assignment and Acceptance dated as of even date herewith among the Borrower, the Grantor, and FLEET CAPITAL CORPORATION, a Rhode Island corporation (the "Grantee"), the Grantor has assigned to the Grantee all of the Grantor's rights and obligations under the Loan Agreement and each of the other Loan Documents (as defined in the Loan Agreement).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign unto the Grantee all of the Grantor's right, title, and interest in and to the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its authorized officer or agent as of March 23, 2000.

FLEET NATIONAL BANK

By: 

Title: NORRIS C. LOCKE
Vice President

Attest: 

Title: VICE PRESIDENT

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Filing</u>
Atlas 96	1,283,336	06-26-84
Calais	1,694,470	06-16-92
Colonnade	1,310,094	12-18-84
Flanders	1,308,087	12-04-84
Glastique	1,669,519	12-24-91
Samoa	1,644,448	05-14-91
Tontine (Cl.24)	124,137	01-14-19
Tontine (TMDA)	38073	07-04-75
Triglas	1,654,359	08-20-91
April Showers	1,660,887	10-15-91
VyGlas	Ser. No. 74/391,793	05-18-93
GlasTex	Ser. No. 74/391,971	05-18-93

STATE OF Georgia)
COUNTY OF Cobb) ss.:

On this 21st day of March, 2000, before me personally came Norris Locke Jr
to me known, who, being by me duly sworn, did depose and say that he is
Vice President of Fleet National Bank, the national banking association described
herein and which executed the foregoing instrument.

[NOTARIAL SEAL]

Monica J Braxington, Not Sec
Notary Public

Notary Public, Cobb County, Georgia.
My Commission Expires July 30, 2002.
My commission expires: _____