

11-20-2000

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

REC



SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

101521753

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UNIFRAX CORPORATION



MRO 10-13-2000

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

- Individual(s), General Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name, Other

Execution Date: October 5, 2000

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A., as Administrative

Agent for itself and other Lenders

Internal Address:

Street Address: 231 S. LaSalle Street

City: Chicago State: IL ZIP: 60697

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE SCHEDULE A ATTACHED HERETO

B. Trademark Registration No.(s)

SEE SCHEDULE A ATTACHED HERETO

Additional numbers attached? Yes No

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

Name: Laura S. Runyeon

Internal Address:

Street Address: Miles & Stockbridge

10 Light Street

City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 3.41):

\$ 915.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

11/16/2000 0000026 200052 74351101

DO NOT USE THIS SPACE

01 FC:481 40.00 CH 02 FC:482 075.00 CH

9. 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.

Christine E Wilson Laura S. Runyeon

Name of Person Signing

Handwritten signatures of Christine E Wilson and Laura S. Runyeon

Signature

October 6, 2000

Date

Total number of pages including cover sheet, attachments, and document:

25

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

TRADEMARK REEL: 002178 FRAME: 0714

SCHEDULE A

LIST OF TRADEMARKS

| <u>REGISTRATION NO.</u> | <u>SERIAL NO.</u> | <u>TRADEMARK</u>    | <u>GOODS</u>  |
|-------------------------|-------------------|---------------------|---|
| 1,792,636               | 74-351,101        | AL-MOLDABLE         | International Class 19: Refractory fibers   |
| 1,511,767               | 73-712,837        | ANCHOR-LOC          | International Class 17: Ceramic fiber insulating blocks   |
|                         | 75-622,430        | ANCHOR-LOC ELECTRIC | International Class 19: Flexible refractory blocks, namely, self-contained modules consisting primarily of ceramic fiber insulating blankets with embedded support tubes, and fasteners made of ceramic or refractory metal alloy, sold as a unit |
|                         | 75-382,788        | CC-MAX              | International Class 12: Non-intumescent mat used for ceramic and metallic substrata support and insulation for catalytic converter applications   |
| 1,887,161               | 74-501,576        | DURABACK            | International Class 17: Ceramic fiber for use as insulation in high temperature environment; namely, as a furnace liner   |
| 1,060,763               | 73-094,658        | DURABLANKET         | International Class 17: Ceramic fiber insulation blankets   |
| 1,887,163               | 74-501,628        | DURABOARD           | International Class 17: Ceramic fiber for use as insulation in a high temperature environment; namely as a furnace liner  |
| 1,480,798               | 73-656,241        | DURASET             | International Class 17: Ceramic fiber blanket or mat used for the manufacture of parts designed for thermal and acoustical insulation   |
| 1,699,819               | 74-138,230        | EXCELFLEX           | International Class 17: High temperature, low conductivity microporous fumed silica based insulations for use in aerospace, metal processing, nuclear power applications and industrial ovens and furnaces  |
| 1,941,437               | 74-386,220        | EXCELFRAX           | International Class 17: Microporous silica for  |

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|-------------------------|-------------------|------------------|--|
|                         |                   |                  | use in lining industrial ovens and furnaces  |
| 702,089                 | 72-074,374        | FIBERFRAX        | International Class 17: Ceramic fiber paper for thermal insulation, linings, gaskets, filters, and for other structural purposes where high temperatures and/or corrosive conditions are present |
| 574,223                 | 71-615,478        | FIBERFRAX        | International Class 19: Thermal insulation, namely, bats and loose masses of refractory fibers   |
| 567,698                 | 71-615,479        | FIBERFRAX        | International Class 22: Refractory fiber   |
| 2,055,727               | 74-491,628        | FIBERMASS        | International Class 17: Ceramic fiber in block form for use as insulation in a high temperature environment such as an industrial furnace lining   |
| 1,888,487               | 74-501,603        | FIBERMAT         | International Class 17: Ceramic fiber in blanket form for use as insulation in a high temperature environment such as an industrial furnace  |
| 1,259,418               | 73-380,793        | FIBERMAX         | International Class 17: Ceramic fiber and ceramic fiber sheets, bats, rolls and coating compositions for thermal insulating  |
| 1,919,232               | 74-481,129        | FIBERWALL        | International Class 6: Studs, washers, speed clips and bearing rings for use in conjunction with ceramic fiber insulating materials used in industrial furnaces, all made of metal               |
| 1,484,255               | 73-641,792        | FYRE PUTTY       | International Class 17: Sealants to be used in connection with fireproof walls and floors  |
| 2,087,712               | 75-161,909        | FYREWRAF         | International Class 9: Ceramic fiber blankets or felt material for use as passive fire protection for ducts in commercial and industrial buildings   |
|                         | 76-013,038        | FYREWRAF         | International Class 17: Insulating blankets or felts containing high temperature resistant   |

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fibers, insulating blankets or felts containing high temperature resistant fibers having at least one side backed with a laminate scrim, and insulating blankets or felts containing high temperature resistant fibers encapsulated within a laminate scrim; used to line walls, floors and ceilings in marine vessels including engine rooms, bulkheads, decks, stowage compartments, passenger lounges, kitchen, and living quarters to prevent the spread of fire; used for acoustical, thermal, and fire protection insulation for ductwork, boilers and process piping in the power generation industry; used for thermal insulation and fire protections insulation for construction, expansion and seismic joints, for service penetration firestops, for exhaust and ventilation ductwork, and dampers in the building and construction industry; used for acoustical, thermal and tire protection insulation for automotive catalytic converters, airbag inflator units, floor and ceiling panels and firewalls in the transportation industry; used for airplane engine cowling heat shields, thrust reverser heat sheilds and strut heat shields and firewalls in the transportation industry

International Class 19: Building materials, namely insulating blankets or felts containing high temperature resistant fibers, insulating blankets or felts containing high temperature resistant fibers having at least one side backed with a laminate scrim and insulating blankets or felts containing high temperature resistant fibers encapsulated within a laminate scrim; used for thermal and fire protection for construction, expansion and seismic joints, for service penetration firestops, for exhaust and ventilation ductwork, and dampers in the building and construction industry

1,850,329

74-308,349

INSULFRAX

International Class 17: Ceramic fiber

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|-------------------------|-------------------|------------------|---|
|                         |                   |                  | insulating products for use in high temperature environment; namely, modules, papers, expanding papers, engineered fibers, boards, moldable products, and specialty cements   |
|                         | 75-465,168        | INSULFRAX        | International Class 17: Insulating fibers, namely synthetic vitreous fiber in the form of bulk fibers, blankets and modules for refractory linings, thermal insulation and insulation for heat and flame protection |
|                         | 75-571,104        | ISOFRAX          | International Class 17: Insulating fibers, namely synthetic vitreous fibers in the form of bulk fibers, blankets and modules, for refractory furnace linings, thermal insulation and molten metals transfer         |
| 1,936,464               | 74-501,604        | LDS MOLDABLE     | International Class 17: Ceramic fiber insulating putty for use in conjunction with other ceramic fiber insulation materials in high temperature environments such as industrial furnaces                            |
| 1,887,162               | 74-501,577        | MOIST PAK-D      | International Class 17: Ceramic fiber in blanket form for use in a high temperature environment such as on industrial furnaces  |
| 1,581,511               | 73-763,740        | POWER-LOC        | International Class 17: Ceramic fiber insulating blocks for use with furnaces and in other high temperature environments  |
| 2,006,798               | 74-572,429        | PREFRAX          | International Class 20: Ceramic fiber preforms for use in the manufacture of metal matrix parts used in the automotive industry   |
| 2,192,213               | 75-334,776        | Q-FRAX           | International Class 17: High temperature ceramic fiber insulation products for use in the automotive industry, in the form of papers, blankets, felts, mats, and fiber coating                                      |
| 1,510,964               | 73-712,840        | SCREW LOC        | International Class 17: Ceramic fiber insulating blocks   |

CL - 534562

**TRADEMARK**  
**REEL: 002178 FRAME: 0718**

| <u>REGISTRATION NO.</u> | <u>SERIAL NO.</u> | <u>TRADEMARK</u> | <u>GOODS</u>   |
|-------------------------|-------------------|------------------|--|
| 1,523,478               | 73-712,836        | THREAD LOC       | International Class 17: Ceramic fiber insulating blocks  |
| 2,346,454               | 75-480,132        | UNIFRAX          | <p>International Class 17: Insulating refractory fibers, namely synthetic refractory material fibers in any form including bulk fibers, mats, blankets, boards, modules, felts, roving yarn, cloth, tape, rope, braid, cord, wicking, paper, molded articles such as blocks, boards, tubes, laminates and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; for use as a high temperature resistant material for thermal, acoustical, mechanical, and electrical insulation; for gas filtration; for use as a component of high temperature resistant seals, gaskets and packings; for use as catalyst supports; for use as insulation that provides heat and flame protection; for use in manufacturing of friction materials such as brake and clutch linings; and for use in molten metals transfer; II) insulating refractory fibers, namely synthetic vitreous fiber in the form of bulk fibers, blankets, and modules for refractory linings, thermal insulation, insulation for heat and flame protection, and metals transfer; III) insulating refractory fibers, namely microporous silica fibers for use in insulation in electrical, acoustical, thermal, and mechanical applications</p> <p>International Class 19: Refractory building materials containing refractory fibers in any form, namely bulk fibers, mats, blankets, boards, modules, paper, molded articles such as blocks, boards, tubes, laminates, and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; II) synthetic refractory building materials containing synthetic vitreous fibers in any form, namely blankets,</p> |

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modules for refractory linings and heat and flame protection; III) synthetic refractory building materials containing microporous silica fibers in the form of intumescent papers or mats for use as building fire stop materials and building materials for heat and flame protection

International Class 22: Synthetic fibers, namely synthetic refractory material fibers, synthetic vitreous fiber, and microporous silica fiber

2,346,455

75-480,388

UNIFRAX

International Class 7: Catalytic converter components, namely intumescent paper or mat used for mechanical support of ceramic and metallic substrates in catalytic converters for internal combustion engines

International Class 17: Insulating refractory fibers, namely synthetic refractory material fibers in any form including bulk fibers, mats, blankets, boards, modules, felts, roving yarn, cloth, tape, rope, braid, cord, wicking, paper, molded articles such as blocks, boards, tubes, laminates, and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; for use as a high temperature resistant material for thermal, acoustical, mechanical, and electrical insulation; for gas filtration; for use as a component of high temperature resistant seals, gaskets and packings; for use as catalyst supports; for use as insulation that provides heat and flame protection; for use in manufacturing of friction materials such as brake and clutch linings; and for use in molten metals transfer; II) insulating refractory fibers, namely synthetic vitreous fiber in the form of bulk fibers, blankets and modules for refractory linings, thermal insulation, insulation for heat and flame protection, and metals transfer; III) insulating

| <u>REGISTRATION NO.</u> | <u>SERIAL NO.</u> | <u>TRADEMARK</u> | <u>GOODS</u>   |
|-------------------------|-------------------|------------------|--|
|                         |                   |                  | refractory fibers, namely microporous silica fibers for use in insulation in electrical, acoustical, thermal, and mechanical applications  |
|                         |                   |                  | International Class 19: Refractory building materials containing refractory fibers in any form, namely bulk fibers, mats, blankets, boards, modules, paper, molded articles such as blocks, boards, tubes, laminates and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; II) synthetic refractory building materials containing synthetic vitreous fibers in any form, namely blankets, modules for refractory linings and heat and flame protection; III) synthetic refractory building materials containing microporous silica fibers in the form of intumescent papers or mats for use as building fire stop materials and building materials for heat and flame protection |
|                         |                   |                  | International Class 22: Synthetic fibers, namely synthetic refractory material fibers, synthetic vitreous fiber, and microporous silica fiber  |
| 897,192                 | 72-339,134        | VARI-FORM        | International Class 19: Refractory castable mixes, comprising refractory inorganic fibers and a binder for use in fabricating refractory linings and the like  |
| 2,216,299               | 75-390,146        | WELD-LOC         | International Class 19: Flexible refractory blocks, namely, self-contained modules consisting primarily of ceramic fiber insulating blankets with embedded fasteners made of metal alloy, sold as a unit   |
| 1,889,283               | 74-370,464        | XFP              | International Class 17: Ceramic and metallic fiber-based material in paper form used to insulate for fire protection   |



| <u>REGISTRATION NO.</u> | <u>SERIAL NO.</u> | <u>TRADEMARK</u> | <u>GOODS</u>  |
|-------------------------|-------------------|------------------|---|
| 2,019,018               | 74-732,041        | XPE              | International Class 1: Intumescent ceramic fibers for use in catalytic converters |

## COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 3<sup>rd</sup> day of October, 2000, by UNIFRAX CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of BANK OF AMERICA, N.A., a national banking association, as collateral and administrative agent for itself and other Lenders (as that term is defined in the Credit Agreement defined below) (the "Administrative Agent").

### RECITALS

A. The Assignor, Unifrax UK Holdco. Limited, a company organized and existing under the laws of England and Wales ("UK Holdco"), Unifrax Limited, a company organized and existing under the laws of England and Wales ("Unifrax UK") and Unifrax Holding France, a company organized and existing under the laws France ("French Holdco") (each of the Assignor, UK Holdco, Unifrax UK and French Holdco a "Borrower" and collectively the "Borrowers"), the Administrative Agent and the Lenders have entered or will enter into a Credit Agreement dated the same date as this Agreement (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to make available to the Borrowers certain credit facilities in the aggregate maximum principal amount of \$50,000,000 (collectively, the "Loans"), which Loans are to be comprised of a revolving line of credit for loans and letters of credit, term loan facilities and letter of credit facilities.

B. The Assignor has adopted, used and is using certain trademarks as listed on Schedule A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on Schedule A (collectively, the "Trademarks").

C. The Credit Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Administrative Agent, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Administrative Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Credit Agreement.

D. The Administrative Agent desires to have the interest of the Administrative Agent in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Credit Agreement, the other Loan Documents or otherwise, the Assignor has agreed to assign to the Administrative Agent the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises

herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

## ARTICLE I ASSIGNMENT

In consideration of and pursuant to the terms of the Credit Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Administrative Agent all of its present and future right, title and interest in and to, and grants to the Administrative Agent a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Administrative Agent, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Administrative Agent or in favor of such person as the Administrative Agent may designate, and may be the subject of such confirmatory instruments as the Administrative Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

### Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Administrative Agent, and shall be deemed to represent and warrant to the Administrative Agent at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and on the Assignor's knowledge:

2.1.1 The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

2.1.2 Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

2.1.3 Except as set forth on Schedule B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.4 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III  
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Administrative Agent's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Administrative Agent prompt written notice thereof along with an amended Schedule A.

3.1.4 The Assignor shall, at the Administrative Agent's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Credit Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the provisions of the Credit Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Administrative Agent, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Administrative Agent.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Administrative Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Administrative Agent in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Administrative Agent may do so in the Assignor's name or in the Administrative Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Administrative Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

### Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Administrative Agent upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Administrative Agent in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Administrative Agent's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Administrative Agent.

## ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

### Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Administrative Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Credit Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment,

Assignor and the Administrative Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V  
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Administrative Agent" under the Credit Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

UNIFRAX CORPORATION

Mary E. Heiber

By: William P. Kelly (SEAL)  
Name: William P. Kelly  
Title: President & CEO

or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Administrative Agent.

#### Section 4.2 Certain Administrative Agent Rights.

The Assignor hereby covenants and agrees that the Administrative Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Illinois, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Loan Documents or permitted by applicable laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer of Administrative Agent as the Administrative Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Administrative Agent or in the name of the Assignor or otherwise, for the use and benefit of the Administrative Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Credit Agreement, the Loan Documents and other obligations and until all of the Obligations to the Administrative Agent and the Lenders are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

#### Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Administrative Agent shall be in addition to any rights and remedies granted to the Administrative Agent under the Loan Documents.

#### Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, the Administrative Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

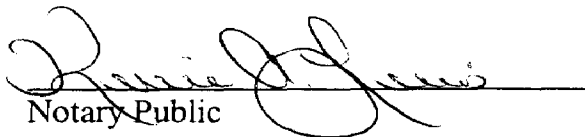
#### Section 4.5 No Waiver.

No course of dealing between the Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the

ACKNOWLEDGMENT

STATE OF OHIO, CITY/COUNTY OF CUYAHOGA, TO WIT:

On this 5<sup>th</sup> day of October, 2000, before me personally appeared WILLIAM KELLY to me known and being duly sworn, deposes and says that he is the PRES & CEO of Unifrax Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as PRES & CEO of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

  
Notary Public

My Commission Expires: 9-18-03



SCHEDULE A

LIST OF TRADEMARKS

| <u>REGISTRATION NO.</u> | <u>SERIAL NO.</u> | <u>TRADEMARK</u>    | <u>GOODS</u>  |
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| 1,792,636               | 74-351,101        | AL-MOLDABLE         | International Class 19: Refractory fibers   |
| 1,511,767               | 73-712,837        | ANCHOR-LOC          | International Class 17: Ceramic fiber insulating blocks   |
|                         | 75-622,430        | ANCHOR-LOC ELECTRIC | International Class 19: Flexible refractory blocks, namely, self-contained modules consisting primarily of ceramic fiber insulating blankets with embedded support tubes, and fasteners made of ceramic or refractory metal alloy, sold as a unit |
|                         | 75-382,788        | CC-MAX              | International Class 12: Non-intumescent mat used for ceramic and metallic substrata support and insulation for catalytic converter applications   |
| 1,887,161               | 74-501,576        | DURABACK            | International Class 17: Ceramic fiber for use as insulation in high temperature environment; namely, as a furnace liner   |
| 1,060,763               | 73-094,658        | DURABLANKET         | International Class 17: Ceramic fiber insulation blankets   |
| 1,887,163               | 74-501,628        | DURABOARD           | International Class 17: Ceramic fiber for use as insulation in a high temperature environment; namely as a furnace liner  |
| 1,480,798               | 73-656,241        | DURASET             | International Class 17: Ceramic fiber blanket or mat used for the manufacture of parts designed for thermal and acoustical insulation   |
| 1,699,819               | 74-138,230        | EXCELFLEX           | International Class 17: High temperature, low conductivity microporous fumed silica based insulations for use in aerospace, metal processing, nuclear power applications and industrial ovens and furnaces  |
| 1,941,437               | 74-386,220        | EXCELFRAK           | International Class 17: Microporous silica for  |

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|-------------------------|-------------------|------------------|--|
|                         |                   |                  | use in lining industrial ovens and furnaces  |
| 702,089                 | 72-074,374        | FIBERFRAX        | International Class 17: Ceramic fiber paper for thermal insulation, linings, gaskets, filters, and for other structural purposes where high temperatures and/or corrosive conditions are present |
| 574,223                 | 71-615,478        | FIBERFRAX        | International Class 19: Thermal insulation, namely, bats and loose masses of refractory fibers   |
| 567,698                 | 71-615,479        | FIBERFRAX        | International Class 22: Refractory fiber   |
| 2,055,727               | 74-491,628        | FIBERMASS        | International Class 17: Ceramic fiber in block form for use as insulation in a high temperature environment such as an industrial furnace lining   |
| 1,888,487               | 74-501,603        | FIBERMAT         | International Class 17: Ceramic fiber in blanket form for use as insulation in a high temperature environment such as an industrial furnace  |
| 1,259,418               | 73-380,793        | FIBERMAX         | International Class 17: Ceramic fiber and ceramic fiber sheets, bats, rolls and coating compositions for thermal insulating  |
| 1,919,232               | 74-481,129        | FIBERWALL        | International Class 6: Studs, washers, speed clips and bearing rings for use in conjunction with ceramic fiber insulating materials used in industrial furnaces, all made of metal               |
| 1,484,255               | 73-641,792        | FYRE PUTTY       | International Class 17: Sealants to be used in connection with fireproof walls and floors  |
| 2,087,712               | 75-161,909        | FYREWRAP         | International Class 9: Ceramic fiber blankets or felt material for use as passive fire protection for ducts in commercial and industrial buildings   |
|                         | 76-013,038        | FYREWRAP         | International Class 17: Insulating blankets or felts containing high temperature resistant   |

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fibers, insulating blankets or felts containing high temperature resistant fibers having at least one side backed with a laminate scrim, and insulating blankets or felts containing high temperature resistant fibers encapsulated within a laminate scrim; used to line walls, floors and ceilings in marine vessels including engine rooms, bulkheads, decks, stowage compartments, passenger lounges, kitchen, and living quarters to prevent the spread of fire; used for acoustical, thermal, and fire protection insulation for ductwork, boilers and process piping in the power generation industry; used for thermal insulation and fire protections insulation for construction, expansion and seismic joints, for service penetration firestops, for exhaust and ventilation ductwork, and dampers in the building and construction industry; used for acoustical, thermal and tire protection insulation for automotive catalytic converters, airbag inflator units, floor and ceiling panels and firewalls in the transportation industry; used for airplane engine cowling heat shields, thrust reverser heat sheilds and strut heat shields and firewalls in the transportation industry

International Class 19: Building materials, namely insulating blankets or felts containing high temperature resistant fibers, insulating blankets or felts containing high temperature resistant fibers having at least one side backed with a laminate scrim and insulating blankets or felts containing high temperature resistant fibers encapsulated within a laminate scrim; used for thermal and fire protection for construction, expansion and seismic joints, for service penetration firestops, for exhaust and ventilation ductwork, and dampers in the building and construction industry

1,850,329

74-308,349

INSULFRAX

International Class 17: Ceramic fiber

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|-------------------------|-------------------|------------------|---|
|                         |                   |                  | insulating products for use in high temperature environment; namely, modules, papers, expanding papers, engineered fibers, boards, moldable products, and specialty cements   |
|                         | 75-465,168        | INSULFRAX        | International Class 17: Insulating fibers, namely synthetic vitreous fiber in the form of bulk fibers, blankets and modules for refractory linings, thermal insulation and insulation for heat and flame protection |
|                         | 75-571,104        | ISOFRAX          | International Class 17: Insulating fibers, namely synthetic vitreous fibers in the form of bulk fibers, blankets and modules, for refractory furnace linings, thermal insulation and molten metals transfer         |
| 1,936,464               | 74-501,604        | LDS MOLDABLE     | International Class 17: Ceramic fiber insulating putty for use in conjunction with other ceramic fiber insulation materials in high temperature environments such as industrial furnaces                            |
| 1,887,162               | 74-501,577        | MOIST PAK-D      | International Class 17: Ceramic fiber in blanket form for use in a high temperature environment such as on industrial furnaces  |
| 1,581,511               | 73-763,740        | POWER-LOC        | International Class 17: Ceramic fiber insulating blocks for use with furnaces and in other high temperature environments  |
| 2,006,798               | 74-572,429        | PREFRAX          | International Class 20: Ceramic fiber preforms for use in the manufacture of metal matrix parts used in the automotive industry   |
| 2,192,213               | 75-334,776        | Q-FRAX           | International Class 17: High temperature ceramic fiber insulation products for use in the automotive industry, in the form of papers, blankets, felts, mats, and fiber coating                                      |
| 1,510,964               | 73-712,840        | SCREW LOC        | International Class 17: Ceramic fiber insulating blocks   |

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|-------------------------|-------------------|------------------|--|
| 1,523,478               | 73-712,836        | THREAD LOC       | International Class 17: Ceramic fiber insulating blocks  |
| 2,346,454               | 75-480,132        | UNIFRAX          | <p>International Class 17: Insulating refractory fibers, namely synthetic refractory material fibers in any form including bulk fibers, mats, blankets, boards, modules, felts, roving yarn, cloth, tape, rope, braid, cord, wicking, paper, molded articles such as blocks, boards, tubes, laminates and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; for use as a high temperature resistant material for thermal, acoustical, mechanical, and electrical insulation; for gas filtration; for use as a component of high temperature resistant seals, gaskets and packings; for use as catalyst supports; for use as insulation that provides heat and flame protection; for use in manufacturing of friction materials such as brake and clutch linings; and for use in molten metals transfer; II) insulating refractory fibers, namely synthetic vitreous fiber in the form of bulk fibers, blankets, and modules for refractory linings, thermal insulation, insulation for heat and flame protection, and metals transfer; III) insulating refractory fibers, namely microporous silica fibers for use in insulation in electrical, acoustical, thermal, and mechanical applications</p> <p>International Class 19: Refractory building materials containing refractory fibers in any form, namely bulk fibers, mats, blankets, boards, modules, paper, molded articles such as blocks, boards, tubes, laminates, and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; II) synthetic refractory building materials containing synthetic vitreous fibers in any form, namely blankets,</p> |

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modules for refractory linings and heat and flame protection; III) synthetic refractory building materials containing microporous silica fibers in the form of intumescent papers or mats for use as building fire stop materials and building materials for heat and flame protection

International Class 22: Synthetic fibers, namely synthetic refractory material fibers, synthetic vitreous fiber, and microporous silica fiber

2,346,455

75-480,388

UNIFRAX

International Class 7: Catalytic converter components, namely intumescent paper or mat used for mechanical support of ceramic and metallic substrates in catalytic converters for internal combustion engines

International Class 17: Insulating refractory fibers, namely synthetic refractory material fibers in any form including bulk fibers, mats, blankets, boards, modules, felts, roving yarn, cloth, tape, rope, braid, cord, wicking, paper, molded articles such as blocks, boards, tubes, laminates, and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; for use as a high temperature resistant material for thermal, acoustical, mechanical, and electrical insulation; for gas filtration; for use as a component of high temperature resistant seals, gaskets and packings; for use as catalyst supports; for use as insulation that provides heat and flame protection; for use in manufacturing of friction materials such as brake and clutch linings; and for use in molten metals transfer; II) insulating refractory fibers, namely synthetic vitreous fiber in the form of bulk fibers, blankets and modules for refractory linings, thermal insulation, insulation for heat and flame protection, and metals transfer; III) insulating

| <u>REGISTRATION NO.</u> | <u>SERIAL NO.</u> | <u>TRADEMARK</u> | <u>GOODS</u>   |
|-------------------------|-------------------|------------------|--|
|                         |                   |                  | refractory fibers, namely microporous silica fibers for use in insulation in electrical, acoustical, thermal, and mechanical applications  |
|                         |                   |                  | International Class 19: Refractory building materials containing refractory fibers in any form, namely bulk fibers, mats, blankets, boards, modules, paper, molded articles such as blocks, boards, tubes, laminates and vacuum cast shapes, and compositions such as coatings, cements, tamping mixes, and ramming mixes; II) synthetic refractory building materials containing synthetic vitreous fibers in any form, namely blankets, modules for refractory linings and heat and flame protection; III) synthetic refractory building materials containing microporous silica fibers in the form of intumescent papers or mats for use as building fire stop materials and building materials for heat and flame protection |
|                         |                   |                  | International Class 22: Synthetic fibers, namely synthetic refractory material fibers, synthetic vitreous fiber, and microporous silica fiber  |
| 897,192                 | 72-339,134        | VARI-FORM        | International Class 19: Refractory castable mixes, comprising refractory inorganic fibers and a binder for use in fabricating refractory linings and the like  |
| 2,216,299               | 75-390,146        | WELD-LOC         | International Class 19: Flexible refractory blocks, namely, self-contained modules consisting primarily of ceramic fiber insulating blankets with embedded fasteners made of metal alloy, sold as a unit   |
| 1,889,283               | 74-370,464        | XFP              | International Class 17: Ceramic and metallic fiber-based material in paper form used to insulate for fire protection   |

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|-------------------------|-------------------|------------------|---|
| 2,019,018               | 74-732,041        | XPE              | International Class 1: Intumescent ceramic fibers for use in catalytic converters |



SCHEDULE B

NONE

CL - 534562

RECORDED: 10/13/2000

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