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10-15-2002



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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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

<p>1. Name of conveying party(ies): Alemite Corporation <i>10.7.02</i></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: AmSouth Bank, as Agent Internal Address: c/o AmSouth Capital Corp. Street Address: 350 Park Avenue, 20 Floor City: New York State: NY Zip: 10022</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Grant of Security</p> <p>Execution Date: June 14, 2002</p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,152,915</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lauren Bernstein, Esq. Internal Address: Kaye Scholer LLP Street Address: 425 Park Avenue City: New York State: NY Zip: 10022</p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">12</span></p> <p>7. Total fee (37 CFR 3.41).....\$ 315.00  <input type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Johanne R. Rémy  
Name of Person Signing

*Johanne R. Rémy*  
Signature

SEPTEMBER 30, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 5

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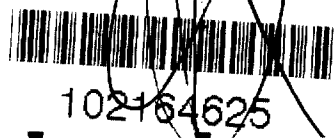
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TRADEMARK  
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07-23-2002



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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): Alemite Corporation 7.1.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: AmSouth Bank, as Agent
Internal Address: c/o AmSouth Capital Corp.
Street Address: 350 Park Avenue, 20 Floor
City: New York State: NY Zip: 10022
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Grant of Security
Execution Date: June 14, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,152,915
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,152,915

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lauren Bernstein, Esq.
Kaye Scholer LLP
Internal Address:
Street Address: 425 Park Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41) \$ 215.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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.
Johanne R. Rémy
Signature Date 6/28/02
Total number of pages including cover sheet, attachments, and document: 5

07/22/2002 BYRNE 0000136 1152915
01 FC:481
02 FC:482

40.00 OP
175.00 OP

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TRADEMARK REEL: 002598 FRAME: 0131

GRANT OF SECURITY

(TRADEMARKS)

WHEREAS, Alemite Corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, except for registered Trademarks in jurisdictions outside the United States and Canada in which the grant of a security interest may terminate the existence of rights in such Trademark (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

WHEREAS, when the Secured Obligations (other than contingent indemnification obligations) have been indefeasibly paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired, this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge termination of this Assignment for Security and will release the Trademarks from the security interest created hereby and under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 350 Park Avenue, 20th Floor, New York, New York 10022.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 14 day of June, 2002.

ALEMITE CORPORATION

By: Eric D. Bommer

Name:

Title: **Eric D. Bommer**  
**VP and Secretary**