

06-18-2003

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

RECORD
RETRA



DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

102477031

Tab settings

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

1. Name of conveying party(ies): 2.5.03
First Quality Products, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Citizens Bank of Pennsylvania
 Internal Address: Commercial Banking - 12th Floor
 Street Address: 2 North Second Street
 City: Harrisburg State: PA Zip: 17101

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 _____

Execution Date: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2559548;
2678408; and 2520518

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Carol A. Rader, Paralegal
 Internal Address: Wolf, Block, Schorr and Solis-Cohen LLP
24th Floor
 Street Address: 1650 Arch Street
 City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Carol A. Rader Carol A. Rader 2/5/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002757 FRAME: 0193

02-06-2003

2-6-03

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



102368215

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):

First Quality Products, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 11/31/03

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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.

Carol A. Rader
Name of Person Signing

Carol A. Rader
Signature

2/5/03
Date

02/06/2003 DBYRNE 00000063 2559548

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

Mail number of pages including cover sheet, attachments, and documents.
Documents to be recorded with required cover sheet information.
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF COLLATERAL
ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ("**Amendment**") is made this 31st day of January, 2003 by and between **FIRST QUALITY PRODUCTS, INC.**, a New York corporation (the "**Assignor**"), and **CITIZENS BANK OF PENNSYLVANIA** (successor to Mellon Bank, N.A.), as Administrative Agent (the "**Assignee**").

BACKGROUND

A. As security for all present and future obligations and indebtedness of Assignor, First Quality Hygienic, Inc. ("**Hygienic**"), First Quality NonWovens, Inc. (formerly known as First Quality Fibers, Inc. and referred to herein as "**Nonwovens**"), First Quality International, Inc. and First Quality Enterprises, Inc. (collectively, "**Original Obligors**") pledged to Assignee for its benefit and the benefit of Lenders (as defined below), whether direct or contingent, including, without limitation, all obligations under that certain Loan and Security Agreement (the "**Loan Agreement**") dated December 18, 2000 by and among Original Obligors, Assignee, Wachovia Bank, National Association, as Documentation Agent ("**Documentation Agent**"), and the Lenders from time to time party thereto ("**Lenders**"), pursuant to which Lenders agreed to extend a revolving line of credit to Assignor, Hygienic and Nonwovens in the maximum principal amount of One Hundred Forty Million Dollars (\$140,000,000.00) (the "**Revolving Loans**"), Assignor executed and delivered to Assignee that certain Collateral Assignment of Patents, Trademarks, Licenses and Copyrights in favor of Assignee dated December 18, 2000 and recorded with the United States Patent and Trademark Office at Reel 2322, Frame 0631 on June 13, 2001 (as the same may be amended from time to time, being the "**Collateral Assignment**").

B. Original Obligors, Assignee, Documentation Agent and Lenders previously entered into that certain First Amendment and Modification to Loan and Security Agreement dated May 16, 2002 (the "**First Amendment**").

C. Pursuant to that certain Second Amendment and Modification to Loan and Security Agreement of even date herewith (the "**Second Amendment**"), Assignee, Documentation Agent, Lenders, Original Obligors and First Quality Tissue, LLC ("**Tissue**", and collectively with the Original Obligors, "**Obligors**"), *inter alia*, (i) acknowledged and agreed that Tissue shall be a joint and several co-borrower under the Loan Agreement, and (ii) increased the maximum amount of the Revolving Loans from One Hundred Forty Million Dollars (\$140,000,000.00) to Two Hundred Five Million Dollars (\$205,000,000.00).

D. In connection with the Second Amendment, Assignee and Assignor have agreed (i) that Assignor shall grant to Assignee as additional security for all present and future obligations of Obligors to Lenders and/or Assignee, a security interest in and lien against the additional trademarks listed on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "**Additional Trademarks**") and (ii) that Assignor shall amend and confirm the terms of the Collateral Assignment to, *inter alia*, specifically secure, without limitation, the Obligors' obligations under the Loan Agreement, as amended by the First Amendment and the Second Amendment.

E. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Collateral Assignment and, if not so provided, in the Loan Agreement.

BLU:133317.3/MEL047-153300

**TRADEMARK
REEL: 002757 FRAME: 0195**

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Additional Collateral.** **Exhibit "B"** of the Collateral Assignment is hereby amended to include the Additional Trademarks.

2. **Loan Agreement.** Assignor and Assignee agree that the definition of "Loan Agreement" contained in the Background **Paragraph A** of the Collateral Assignment specifically includes, without limitation, the First Amendment and the Second Amendment and all references in the Collateral Assignment to the Loan Documents shall expressly include, without limitation, the First Amendment and the Second Amendment.

3. **Bank Indebtedness.** Assignor and Assignee agree that the definition of "Bank Indebtedness" contained in **Section 1** of the Collateral Assignment specifically includes, without limitation, all "Bank Indebtedness" as such term is defined in the Loan Agreement, as amended by the First Amendment and the Second Amendment, including, without limitation, (i) all present and future obligations of Tissue to Lenders and/or Assignee, and (ii) the Revolving Loans as increased by the Second Amendment.

4. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Collateral Assignment, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Obligors to Assignee and/or Lenders, including, without limitation, all obligations under and in connection with the First Amendment and the Second Amendment.

5. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Assignor and shall inure to the benefit of the successors and assigns of Assignee and Lenders.

6. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.


7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

8. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

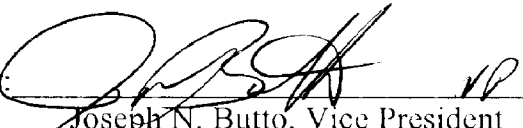
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

FIRST QUALITY PRODUCTS, INC.

By: 
Kambiz Damaghi, Executive Vice President

CITIZENS BANK OF PENNSYLVANIA,
as Administrative Agent

By: 
Joseph N. Butto, Vice President

STATE OF NEW YORK

:
: ss
:

COUNTY OF NASSAU

On this, the 31st day of January, 2003, before me, a Notary Public, personally appeared Kambiz Damaghi who acknowledged himself to be the Executive Vice President of First Quality Products, Inc., a New York corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christopher Mark Dabrowski

Notary Public

My commission expires:

CHRISTOPHER MARK DABROWSKI
NOTARY PUBLIC, State of New York
No. 01DA6061264
Qualified in New York County
Commission Expires July 18, 2003

STATE OF NEW YORK

:
: ss
:

COUNTY OF NASSAU

On this, the 31st day of January, 2003, before me, a Notary Public, personally appeared Joseph N. Butto who acknowledged himself to be a Vice President of Citizens Bank of Pennsylvania, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christopher Mark Dabrowski

Notary Public

My commission expires:

CHRISTOPHER MARK DABROWSKI
NOTARY PUBLIC, State of New York
No. 01DA6061284
Qualified in New York County
Commission Expires July 18, 2003

EXHIBIT "A"

ADDITIONAL TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Per-fit	2559548	04/09/02
Nu-Fit	2678408	01/21/03
Comfort Share	2520518	12/18/01

1650 Arch Street, 22nd Floor, Philadelphia, Pennsylvania 19103-2097
Tel: (215) 977-2000 ■ Fax: (215) 977-2740 ■ www.WolfBlock.com

Carol A. Rader
Direct Dial: (215) 977-2586
Direct Fax: (215) 405-2786
E-mail: crader@wolfblock.com

February 5, 2003

VIA FEDERAL EXPRESS

Commissioner of Patents and Trademarks
Assignment Division
North Tower Building
2800 Crystal Drive, Suite 10C35
Arlington, VA 22202

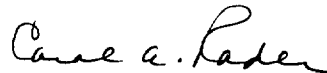
Re: First Quality Products, Inc.

Dear Commissioner:

I enclose an original and copy of an Acknowledgment, Amendment and Confirmation of Assignment of Patents, Trademarks, Copyrights and Licenses and our check for \$90.00. Please file the Assignment in the Trademark Section and return a filed copy of it to me in the return envelope. Thank you.

Please contact me if you need any additional information. I ask that you stamp our postcard for receipt of the documents and return the postcard to me. Thank you.

Very truly yours,



Carol A. Rader
Paralegal

cc: Elizabeth A. Grzywacz, Esquire

BLU:133548.1/MEL047-153300

Cherry Hill, NJ ■ Harrisburg, PA ■ Newark, NJ ■ New York, NY ■ Norristown, PA ■ Philadelphia, PA ■ Wilmington, DE

Wolf, Block, Schorr and Solis-Cohen LLP
A Pennsylvania Limited Liability Partnership

TRADEMARK
REEL: 002757 FRAME: 0200

**ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF COLLATERAL
ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

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A. As security for all present and future obligations and indebtedness of Assignor, First Quality Hygienic, Inc. ("**Hygienic**"), First Quality NonWovens, Inc. (formerly known as First Quality Fibers, Inc. and referred to herein as "**Nonwovens**"), First Quality International, Inc. and First Quality Enterprises, Inc. (collectively, "**Original Obligors**") pledged to Assignee for its benefit and the benefit of Lenders (as defined below), whether direct or contingent, including, without limitation, all obligations under that certain Loan and Security Agreement (the "**Loan Agreement**") dated December 18, 2000 by and among Original Obligors, Assignee, Wachovia Bank, National Association, as Documentation Agent ("**Documentation Agent**"), and the Lenders from time to time party thereto ("**Lenders**"), pursuant to which Lenders agreed to extend a revolving line of credit to Assignor, Hygienic and Nonwovens in the maximum principal amount of One Hundred Forty Million Dollars (\$140,000,000.00) (the "**Revolving Loans**"), Assignor executed and delivered to Assignee that certain Collateral Assignment of Patents, Trademarks, Licenses and Copyrights in favor of Assignee dated December 18, 2000 and recorded with the United States Patent and Trademark Office at Reel 2322, Frame 0631 on June 13, 2001 (as the same may be amended from time to time, being the "**Collateral Assignment**").

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BLU:133317.3/MEL047-153300

**TRADEMARK
REEL: 002757 FRAME: 0201**

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Additional Collateral.** **Exhibit "B"** of the Collateral Assignment is hereby amended to include the Additional Trademarks.

2. **Loan Agreement.** Assignor and Assignee agree that the definition of "Loan Agreement" contained in the Background **Paragraph A** of the Collateral Assignment specifically includes, without limitation, the First Amendment and the Second Amendment and all references in the Collateral Assignment to the Loan Documents shall expressly include, without limitation, the First Amendment and the Second Amendment.

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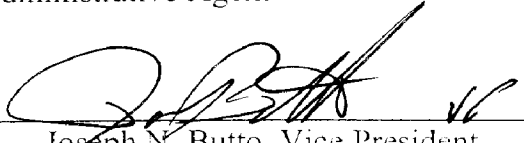
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By: 
Kambiz Damaghi, Executive Vice President

CITIZENS BANK OF PENNSYLVANIA,
as Administrative Agent

By: 
Joseph N. Butto, Vice President

STATE OF NEW YORK

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COUNTY OF NASSAU

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christopher Mark Dabrowski

Notary Public

My commission expires:

**CHRISTOPHER MARK DABROWSKI
NOTARY PUBLIC, State of New York
No. 01DA6061264
Qualified in New York County
Commission Expires July 16, 2003**

STATE OF NEW YORK

:
: ss
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COUNTY OF NASSAU

On this, the 31st day of January, 2003, before me, a Notary Public, personally appeared Joseph N. Butto who acknowledged himself to be a Vice President of Citizens Bank of Pennsylvania, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee himself as such officer.

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