

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Nexoel Synthetics, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company (Delaware)
- 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: 1/21/2004

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal Address: 3d Floor

Street Address: 600 Superior Avenue

City: Cleveland State: OH Zip: 44114

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other National Banking Association

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 registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2480371

Additional number(s) attached  Yes  No

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

Name: James A. Balazs

Internal Address: Suite 1400

Street Address: 800 Superior Avenue

City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

James A. Balazs  
Name of Person Signing

James Balazs  
Signature

2/13/04  
Date

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

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

CH \$40.00 030172 2480371

**EXECUTION COPY****COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
TRADEMARKS AND LICENSES**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES** (this "Agreement") is made as of January 21, 2004, by **NEXCEL SYNTHETICS, LLC**, a Delaware limited liability company, having an office at 6076 Southern Industrial Drive, Birmingham, Alabama 35235 ("Grantor") in favor of **BANK ONE, NA**, a national banking association, having an office at 600 Superior Avenue, 3d Floor, Cleveland, Ohio 44114.

**RECITALS**

A. Grantor is the owner of certain trademarks listed in Exhibit A attached to this Agreement.

B. Grantor has entered into that certain Credit and Security Agreement dated as of January 21, 2004 (as from time to time amended, modified or supplemented, the "Credit Agreement"), between the Grantor and Bank One, NA, as lender and LC Issuer (the "Lender"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Lender (collectively the "Loan Parties") will make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Lender a security interest in all of its right, title and interest in and to the trademarks listed on Exhibit A hereto and incorporated herein by reference and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Except as otherwise described in Section 10.15 of the Credit Agreement, Grantor is the owner of the right, title and interest in the trademarks listed on Exhibit A hereto and the Goodwill.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Lender, as security for the Obligations, a security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;

2. Grants to the Lender, as security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, trademark, trade secret or other proprietary right (except to the extent that such license

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agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor; and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

**GRANTOR**

**NEXCEL SYNTHETICS, LLC**



By: Rom L. Reddy, Chief Executive Officer and  
President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA )  
 ) SS:  
COUNTY OF MECKLENBURG )

On this 11<sup>th</sup> day of January 2004, before me personally came Rom L. Reddy, to me known, who, being duly sworn, did depose and state that he is the Chief Executive Officer and President of NEXCEL SYNTHETICS, LLC, the company described in and which executed the above instrument; and that he signed his name thereto under authorization of the Board of Managers of said company.

[SEAL]

Linda K. Mauer  
Notary Public  
My Commission expires: 10/17/06

EXHIBIT A

TRADEMARKS/SERVICE MARKS

<u>Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
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FUZZBACK (U.S. Trademark Registration No. 2,480,371).