07-30-1998

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TRADEMARKS ONLY

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Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 7-27-98

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

1. Name of conveying party(ies):

Braden Manufacturing, L.L.C.
5199 North Mingo Road
Tulsa, OK 74101

☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership
☐ Corporation-State
☐ Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):

Name: Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

☐ Individual(s) citizenship

☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-Banking Corporation
☒ 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 Assignment of Security Interest

Execution Date: 6/8/98

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

A. Trademark Application No.(s)
74/716,087

Trademark Registration No.(s)\
2,107,670
1,789,105
1,785,232
1,911,069
2,118,311

Additional numbers attached? Yes ☒X No

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

Name: Ayse B. Benker, Esq.

Internal Address: 1155 Avenue of the Americas, Room 3440

Street Address:

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 6

7. Total fee (37 CFR 3.41): $165.00

X☐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

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01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.

Meredith Schorr — Name of Person Signing

Signature — Date 7/27/98

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Braden Manufacturing, L.L.C., a Delaware limited liability company (the "Assignor") with principal offices at 5199 North Mingo Road Tulsa, OK 74101, hereby assigns and grants to Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor and the Assignee, dated as of June 8, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this 8th day of June, 1998.

BRADEN MANUFACTURING, L.L.C.,
Assignor

By:_____
Name:
Title:

PARIBAS, as
Collateral Agent, Assignee

By: Edward Irwin
Name: Edward Irwin
Title: Director

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this 8th day of June, 1998.

BRADEN MANUFACTURING, L.L.C.,
Assignor

By: Larry Edwards
Name: Larry Edwards
Title: Chief Executive Officer

PARIBAS, as
Collateral Agent, Assignee

By:_____
Name:
Title:

STATE OF OKLAHOMA)
) ss.:
COUNTY OF TULSA)

On this 8th day of June, 1998, before me personally came LARRY EDWARDS, who, being duly sworn, did depose and say that he is CHIEF EXECUTIVE OFFICER, of Braden Manufacturing, L.L.C., that he is authorized to execute the foregoing Assignment on behalf of said limited liability company and that he did so by authority of the Board of Directors of said limited liability company.

Camille Harvey
Notary Public

MY COMMISSION EXPIRES:
DECEMBER 28, 2001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of June, 1998, before me personally came _____, who, being by me duly sworn, did state as follows: that he is _____, of Paribas, that he is authorized to execute the foregoing Assignment on behalf of Paribas.

_____
Notary Public

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS			
Country	Mark	Reg. No.	Grant Date
United States	Excel	2,107,670	10/21/97
United States	PFS	App. Ser. No. 74/716,087	Filed: 08/07/95
United States	Braden	1,789,105	08/24/93
United States	Braden	1,785,232	08/03/93
United States	Braden	1,911,069	08/15/95
United States	Tricel	2,118,311	12/02/97
Benelux	Braden	531,486	02/18/93
Denmark	Braden	VR074451993	10/22/93
Egypt	Braden	85,902	04/02/97
Finland	Braden	135,462	12/20/94
France	Braden	93454672	02/10/93
Germany	Braden	2,051,884	12/13/93
Great Britain	Braden	A1,526,888	01/28/94
Indonesia	Braden	314,872	11/02/94
Japan	Braden	3,221,412	11/29/96
Norway	Braden	162,104	04/07/94
Singapore	Braden	972/93	09/04/92
Sweden	Braden	261,649	11/11/94
Taiwan	Braden	619,434	11/01/93
India	Braden	591,267	

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