07-30-1998

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
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):

Deltak, L.L.C.
2905 Northwest Blvd.
Minneapolis, Minnesota 55441

☐ 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)

Trademark Registration No.(s)\

1,017,375
1,026,140

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: 2

7. Total fee (37 CFR 3.41): $65.00

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 25.00 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
7/24/98 — Date

Total number of pages comprising cover sheet: 6

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-

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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, Deltak, L.L.C., a Delaware limited liability company (the "Assignor") with principal offices at 2905 Northwest Blvd. Minneapolis, Minnesota 55441, 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.

DELTAK, L.L.C.,
Assignor

By:_____
Name:
Title:

PARIBAS, as
Collateral Agent, Assignee

By: Edward Jewin
Name: Edward Jewin
Title: Director

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

DELTAK, 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 Deltak, 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 Vazquez
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			
Country	Mark	Reg. No.	Grant Date
United States	DC	1,017,375	08/05/75
United States	DC Deltak Corp.	1,026,140	12/02/75
Denmark	DC Deltak	Reg. No. VR 365 1980	01/18/80
Norway		113,235	2/24/83
Ireland	Deltak	93,328	10/12/78
Great Britain	Deltak	1,102,709	10/10/78
France	DC Deltak Corp.	1,529,617	12/21/78
West Germany	Deltak	991,624	10/11/79
Benelux	DC Deltak	355,509	10/12/78
Canada	Deltak & Design	247,616	07/04/80
Spain	DC Deltak	889,102	07/05/79
Italy	Deltak	363,329	11/16/78
Austria	Deltak	90,826	04/04/79
Switzerland	DC Deltak	296,978	11/16/78
Australia	Deltak & Design	325,720	01/12/79
New Zealand	Deltak & Design	125,723	11/03/78
West Germany	DC	993,153	11/13/79
Austria	DC	90,541	02/27/79
Vietnam	Deltak	10,011	12/14/93
Colombia	DC Design	158969	04/26/94
China	DC Design	780765	10/06/95
China	Deltak	780772	10/06/95

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