

6-17-99 REC

06-17-1999

SHEET 1

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings 000



To the Honorable Commissioner of Patents 101069414

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Duralam, Inc.
2621 West Everett Street
Appleton, WI 45912

MRO
6-17-99

- 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: May 14, 1999

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address: _____

Street Address: 111 W. Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- 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

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

A. Trademark Application No.(s)

See Schedule A-1

TM

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: _____

12

7. Total fee (37 CFR 3.41)..... \$315⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

06/18/1999 NGUYEN 00000116 1210476

DO NOT USE THIS SPACE

01 FC:481 40.00 DP

02 FC:482 275.00 DP

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.

Gregory T. Pealer, Chapman and Cutler

Gregory T. Pealer

6/11/99

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 9

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

U.S. TRADEMARK REGISTRATIONS

MARK	OWNER	REG. NO.	
[D Duralam Inc. & Design]		1,210,476	1
UNILOX & Design	Devro PLC	642,740	2
UNILAM	Teepak, Inc.	876,549	3
Burg-R-Pak	Teepak, Inc.	954,232	4
UNIPLEX	Teepak Investments, Inc.	1,163,688	5
Chub-A-Matic	Teepak, Inc.	823,206	6
Keeper Kasing	Teepak Investments, Inc.	1,088,777	7
UNILON	Teepak, Inc.	1,935,364	8
UNILON	Teepak Investments, Inc.	1,688,400	9

FOREIGN TRADEMARK REGISTRATIONS

MARK	REG. NO.	COUNTRY
UNILOX & Design	TMA 208,333	Canada
UNILOX & Design	R 420,904	Austria
UNILOX & Design	R 420,904	Benelux
UNILOX & Design	R 420,904	France
UNILOX & Design	R 420,904	Germany
UNILOX & Design	R 420,904	International Register
UNILOX & Design	R 420,904	Italy

UNILOX & Design	750180064	Brazil
UNILOX & Design	24,615	Dominican Republic
UNILOX & Design	---	Mexico
UNILOX & Design	---	Montenegro
UNILOX & Design	---	Serbia
UNILAM	TMA 165,449	Canada
UNILAM	905,696	United Kingdom
UNILAM	---	Mexico
UNILON	492789	Mexico

PENDING U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED	
Duralene	74/416,417	7/26/93	10
Durallin	74/416,418	7/26/93	11
Duramene	74/609,921	12/12/94	12

TRADEMARK COLLATERAL AGREEMENT

This 14th day of May, 1999, Duralam, Inc., a Wisconsin corporation ("*Assignor*") with its principal place of business and mailing address at 2621 West Everett Street, Appleton, Wisconsin 54912, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank ("*Harris Bank*"), an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690, acting as agent hereunder for itself, certain other lenders and their respective successors and assigns (Harris Bank acting in such capacity and any successor or successors to said Harris Bank in such capacity being hereinafter referred to as the "*Assignee*"), and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith by and between Assignor and Assignee as the same may from time to time be modified or amended (the "*Agreement*").

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

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year last above written.

DURALAM, INC.

By Jeffrey E. Hamman
Its Secretary
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as agent

By _____
Its Vice President

George M. Dluhy
(Type or Print Name)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year last above written.

DURALAM, INC.

By _____
Its _____
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as agent

By George M. Dluhy
Its Vice President

George M. Dluhy
(Type or Print Name)

STATE OF WISCONSIN

)

) SS

COUNTY OF MILWAUKEE

)

I, Amy Klemm Verbos a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey E. Lammer, Secretary of Duralam, Inc., a Wisconsin corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ^{14th} ~~2nd~~ day of ^{May} ~~February~~, 1996.

(NOTARIAL SEAL)

Amy Klemm Verbos
Notary Public

My Commission Expires:

Amy Klemm Verbos
(Type or Print Name)

is permanent

STATE OF ~~WISCONSIN~~)
Illinois)
COUNTY OF ~~MILWAUKEE~~) *Cook* SS)

I, *the Undersigned*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George M. Dluhy, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this *14th* day of *May*, 199*9*.

(NOTARIAL SEAL)

Susan Kovac

Notary Public

My Commission Expires

OFFICIAL SEAL SUSAN KOVAC NOTARY PUBLIC STATE OF ILLINOIS COMMISSION EXP. JUNE 11, 2000
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Susan Kovac

(Type or Print Name)

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

Trademark License Agreement dated February 2, 1996 between Sargento Incorporated (“*Sargento*”) and Duralam, Inc. pursuant to which Sargento grants, on the terms and conditions set forth therein, to Duralam, Inc. a license to use the trademark “DURAZIP”