

12-10-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
07 30 99

Conveying Party

Mark if additional names of conveying parties attached

Name Tomah Reserve, Inc. Execution Date
Month Day Year 07 30 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Heller Financial, Inc., as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 500 W. Monroe Street

Address (line 2) _____

Address (line 3) Chicago IL 60661
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

12/07/1999 TTON11 00000306 74289603
01 FC:481 40.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001997 FRAME: 0290

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="74-289603"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

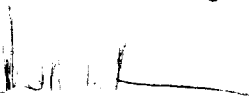
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Meredith A. Parsons



4/01/99

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 30th day of July, 1999 by and between TOMAH RESERVE, INC., a Delaware corporation ("Assignor"), and HELLER FINANCIAL, INC., a Delaware corporation.

WITNESSETH:

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith among Assignor, Tomah Products, Inc. and Agent (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent has agreed to make certain loans and extend certain other financial accommodations to Assignor; and

WHEREAS, the Amended and Restated Security Agreement (the "Security Agreement") (delivered pursuant to the Credit Agreement) grants to Agent a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- I. Incorporation of Credit Agreement Definitions. The credit agreement and security agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the credit agreement.

- II. Assignment For Security. To secure the complete and timely payment and satisfaction of the obligations, assignor hereby grants to agent a continuing security interest in assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:
 - A. Patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the

* As Agent

foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

- B. Copyrights, rights and interests in copyrights, works protectable, by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");
- C. Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- D. All rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Assignment, Assignor hereby assigns, transfers and conveys to Agent all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (D) above to the extent necessary to enable Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Agent (except that if Agent shall receive

proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

- III. Reports of Applications. The patents, copyrights and trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by assignor. Assignor shall provide agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the security agreement and this assignment.
- IV. Effect on Loan Agreement: Cumulative Remedies. Assignor acknowledges and agrees that this assignment is not intended to limit or restrict in any way the rights and remedies of agent under the credit agreement and security agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of agent with respect to the patents, copyrights and trademarks whether established hereby by the credit agreement and security agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding any provision herein contained to the contrary, agent shall not have the right to use and enforce the patents, copyrights and trademarks unless and until the occurrence of an event of default, and until the occurrence of an event of default assignor shall have all of such rights.
- V. Binding Effect: Benefits. This assignment shall be binding upon assignor and its respective successors and assigns, and shall inure to the benefit of agent and its successors and assigns.
- VI. Applicable Law: Severability. This assignment shall be governed by and shall be construed and enforced in accordance with all of the provisions of the illinois uniform commercial code and by the other internal laws of the state of illinois, without regard to conflicts of law principles, except for the perfection and endorsement of security interests and liens in other jurisdictions, which shall be governed by the laws of those jurisdictions or, as applicable, by the laws of the united states of america. Whenever possible, each provision of this assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this assignment.

7. Consent to Jurisdiction. Assignor hereby consents to the jurisdiction of any state or federal court located within the county of Cook, State of Illinois and irrevocably

agrees that, subject to Agent's election, all actions or proceedings arising out of or relating to this agreement or the Credit Agreement and Security Agreement shall be litigated in such courts. Assignor expressly submits and consents to the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens. Assignor hereby waives personal service of any and all process and agrees that all such service of process may be made upon Assignor by certified or registered mail, return receipt requested, addressed to Assignor at the address set forth in this Agreement and service so made shall be completed within ten (10) days after the same has been posted.

8. Jury Trial Waiver. Assignor and Agent hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement and the Credit Agreement and Security Agreement. Assignor and Agent each acknowledge that this waiver is a material inducement to enter into a business relationship, that each has relied on this waiver in entering into a business relationship, that each has relied on this waiver in entering into this Agreement and the Credit Agreement and Security Agreement and that each will continue to rely on this waiver in their related future dealings. Assignor and Agent hereby warrant and represent that each has had the opportunity of reviewing this jury waiver with legal counsel, and that each knowingly and voluntarily waives its jury trial rights.

[Signature Page to Follow]

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

TOMAH RESERVE, INC.

By: James A. Kubogh
Name: James A. Kubogh
Title: Vice President - Research + Development

Address:
1112 Terra Drive
P.O. Box 388
Milton, WI 53563-0388

ACCEPTED AND AGREED TO:

HELLER FINANCIAL, INC., AS AGENT

By: [Signature]
Its: Senior Vice President

Address:

500 West Monroe Street
Chicago, Illinois 60661

[Signature Page to Assignment for Security of Patents, Trademarks and Copyrights]

TRADEMARK
REEL: 001997 FRAME: 0296

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 30th of July, 1999 by James A. Krugh, personally known to me to be the Vice President of Tomah Reserve, Inc., a Delaware Corporation, on behalf of such Corporation.

Meredith A. Parsons
Notary Public

My commission expires:

03/12/2002



STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 30th of July, 1999 by Christopher Drake, personally known to me to be the Senior Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of corporation.

Meredith A. Parsons
Notary Public

My commission expires:

03/12/2002



SCHEDULE A

PATENTS

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents</u>
5,258,099	11/02/93	
5,227,019	07/13/93	
5,225,046	07/06/93	
4,666,558	05/19/87	
4,618,400	10/21/86	
4,561,933	12/31/85	
4,426,254	01/17/84	
5,827,397	10/27/98	
4,575,569	3/11/86	
4,331,205	6/5/90	
5,337,099	11/17/98	

PATENT APPLICATIONS

<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
TH0488N	1/28/97

SCHEDULED B

COPYRIGHT REGISTRATIONS

Registration No.

Date

NONE

COPYRIGHT APPLICATIONS

Copyright Description

Copyright Application No.

Date Applied

NONE

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Nonatell Nonidet	74-289602	

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
NONE		