

09-13-2000



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MRD 8/9/00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06 21 2000

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

/USA
State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

09/12/2000 BNGUYEN 00000152 7567773

01 FC:481
02 FC:482

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75.00 OP

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

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)

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.

Richard L. Moss, Esq.
Name of Person Signing

Richard L. Moss
Signature

8/8/00
Date Signed

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Gemini Industries, Inc., a Delaware corporation (the "Grantor"), with principal offices at 215 Entin Road, P.O. Box 1115, Clifton, New Jersey 07014, hereby grants and assigns to BNP Paribas (formerly known as Banque Nationale de Paris), as Collateral Agent, with principal offices at 499 Park Avenue, New York, N.Y. 10022, (the "Grantee"), a first priority security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations, including any renewals, and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents, including all reissues and extensions thereof, and patent applications, including all divisions, continuations and substitutes thereof (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Intellectual Property Security Agreement) and products of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.


This Assignment is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Patent, Trademark and Copyright Pledge and Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of June 21, 2000 (as amended and restated and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"). Upon the indefeasible and irrevocable payment in full of all amounts, including principal, interest, fees and all obligations of the Grantor to the Grantee, owing by the Grantor pursuant to the Credit Agreement, dated as of December 23, 1996, and amended and restated as of March 3, 1999 and further amended and restated as of June 21, 2000, by and among the Gemini Holdings, Inc., Gemini Industries, Inc., Direct Trading Limited, the Lenders party thereto and the Grantee, as agent on behalf of the Lender Parties (as amended and restated and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Grantee under the Intellectual Property Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Intellectual Property Security Agreement, all terms and provisions of which (including, without limitation, the appointment by the Grantor of the Grantee as its attorney-in-fact with respect to the Intellectual Property Collateral (as such term is defined in the Intellectual Property Security Agreement) pursuant to Section 7 of the Intellectual Property Security Agreement) are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall govern.

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks and Patents.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in United States Trademarks and Patents as of the 21 day of June, 2000.

GEMINI INDUSTRIES, INC.,
as Grantor

By 
Name: Gerald Nacht
Title: Chairman

BNP PARIBAS (FORMERLY KNOWN AS
BANQUE NATIONALE DE PARIS),
as Grantee

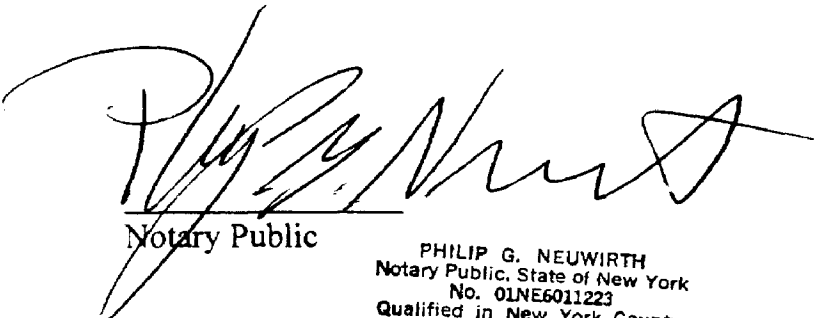
By _____
Name:
Title:

By _____
Name:
Title:

[Signature Page to Assignment of Security Interest in
United States Trademarks and Patents]

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

On this 20 day of June, 2000, before personally came Gary A. Nacht who,
being by me duly sworn, did state as follows: that [s]he is Chairman of Gemini
Industries, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said
corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public


PHILIP G. NEUWIRTH
Notary Public, State of New York
No. 01NE6011223
Qualified in New York County
Commission Expires Aug. 3, 2000

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in United States Trademarks and Patents as of the 21 day of June, 2000.

GEMINI HOLDINGS, INC.,
as Grantor

By _____
Name:
Title:

BNP PARIBAS (FORMERLY KNOWN AS
BANQUE NATIONALE DE PARIS),
as Grantee

By 
Name: Richard Cushing
Title: Director

By 
Name: Arneyd Tresea
Title: AVP

[Signature Page to Assignment of Security Interest in
United States Trademarks and Patents]

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

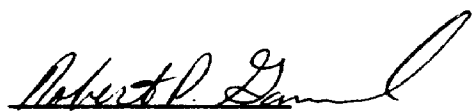
On this 5th day of June, 2000 before me personally came Richard Cushing who,
being by me duly sworn, did state as follows: that [s]he is Director of BNP
Paribas (formerly known as Banque Nationale de Paris), that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that he did so by authority of the Board
of Directors of said financial institution.

Liliya Suris
Notary Public

LILIYA SURIS
NOTARY PUBLIC, State of New York
No. 01SU6014860
Qualified in Kings County
Commission Expires Oct. 19, 20 20

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

On this 6th day of July, 2000 before me personally came Arnaud Tesca who, being by me duly sworn, did state as follows: that [s]he is Assistant Vice President of BNP Paribas (formerly known as Banque Nationale de Paris), that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said financial institution.


Notary Public

ROBERT P. GAMMEL
NOTARY PUBLIC, State of New York
No. 31-6004414
Qualified in New York County
Commission Expires March 23, 2002

SCHEDULE A

U.S. Trademarks

Gem 10.1-227: Reg. No. 2,332,838 DURACORD

Gem 10.1-228: Reg. No. 2,332,837 FINELINE

Gem 10.1-229 Application Serial No. 75/677,773 SIGNALOC

Gem 10.1-234 Application Serial No. 76/006,822 PLUG MATCHING SYSTEM

***Express Mail* mailing label**

Number: EJ621408304US

Date of Deposit: 8/9/00

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 101.110 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks.

Washington, D.C. 20231 BOX ASSIGNMENTS.

Jane Kaplan

Name

Jane Kaplan

Signature