12-15-2000

101552600

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-22-00

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

Submission Type

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

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other [ ]

Effective Date

Month	Day	Year
02	25	2000

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: RESCO PRODUCTS, INC.

Execution Date

Month	Day	Year
02	25	2000

Formerly: [ ]

75828771

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other [ ]
- [X] Citizenship/State of Incorporation/Organization: Pennsylvania

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: WILMINGTON TRUST COMPANY

DBA/AKA/TA: [ ]

Composed of: [ ]

Address (line 1): 795 East Lancaster Avenue

Address (line 2): Suite 6

Address (line 3): Villanova (City) | PA (State/Country) | 19085 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [X] Association
- [ ] Other [ ]
- [X] Citizenship/State of Incorporation/Organization: Pennsylvania

[ ] 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 is attached.
(Designation must be a separate document from Assignment.)

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

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 (312) 715-4544

Name: John E. Hyatt

Address (line 1): Altheimer & Gray

Address (line 2): 10 S.Wacker Drive - Suite 4000

Address (line 3): Chicago, IL 60606

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 13

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

[X] 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)		
75/828,724			702,092	1,697,645	1,751,305
75/600,063			190,868	279,810	417,690
			1,708,213	1,795,010	1,719,480

Number of Properties

Enter the total number of properties involved. # 45

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 1,140.00

Method of Payment: Enclosed [ ] Deposit Account [X]

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

Deposit Account Number: # 011,156

Authorization to charge additional fees: Yes [X] 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.

John E. Hyatt		November 20, 2000
Name of Person Signing	Signature	Date

(499123.1)

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Conveying Party

☐ Mark if additional of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City 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 the Assignment.)*

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)		
			1,768,333	1,760,853	1,717,303
			1,739,312	1,748,509	1,736,599
			1,877,160	662,981	1,121,019
			889,942	1,778,582	1,821,368
			853,975	1,488,477	754,879
			714,048	843,520	1,640,495
			1,167,317	809,125	747,111

(666380.1)

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Conveying Party

☐ Mark if additional of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City 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 the Assignment)*

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)		
	1,592,021	1,361,933	1,361,932
	799,388	908,905	840,738
	1,024,693	1,347,889	706,507
	840,737	865,187	678,725
	856,330		

(666380 2)

COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS is made effective as of February 25, 2000 by **RESCO PRODUCTS, INC.** ("**Assignor**") in favor of **WILMINGTON TRUST COMPANY**, as agent (in such capacity, "**Agent**") for itself and the lenders from time to time a party to the Loan Agreement as hereinafter defined (individually, a "**Lender**" and collectively, the "**Lenders**"). Lenders and Agent may hereinafter be collectively referred to as the "**Lender Group**."

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement among Assignor, Guarantors (as defined therein), the Lenders and Agent dated as of February 25, 2000 (as it may be amended, modified, supplemented or restated, the "**Loan Agreement**"), the Lender Group agreed to extend to Assignor certain credit facilities as further described therein.

B. The Loan Agreement provides, inter alia, that Assignor will grant to Agent, for the benefit of Lenders, a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, trade secrets, servicemarks, trademarks, servicemark and trademark applications, trade names and all attached goodwill, copyrights and licenses.

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:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. Specifically, the term "**Obligations**" shall have the meaning set forth in the Loan Agreement.

2. Collateral Assignment. To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby collaterally assigns, mortgages, pledges, grants a security interest in, and transfers to Agent, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

2.1 inventions, improvements, designs, patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit A**, attached hereto and made a part hereof,

and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part and corresponding applications and patents thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

2.2 servicemarks, trademarks, servicemark and trademark applications and registrations, and trade names, including, without limitation, the servicemarks, trademarks registrations and applications listed on **Exhibit B**, attached hereto and made a part hereof except such applications in the United States as may presently be based on an intent-to-use the trademark until an amendment to allege use is filed, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

2.3 copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, databases, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyright registrations and copyright applications listed on **Exhibit C** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

2.4 license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such

licenses excluding any license agreement now existing as to which the grant of a collateral assignment would constitute a violation, breach or default (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

2.5 the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements**. Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses**. Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits A, B, C and D**, respectively, constitute all of the material Patents, Trademarks, Copyrights and Licenses now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new material Patents, Trademarks, Copyrights or Licenses, or (ii) become entitled to the benefit of any Patents or Trademarks, Copyrights or Licenses, the provisions of **Sections 1 and 2** above shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent to modify this Assignment by amending **Exhibit A, B, C and/or D**, as applicable, to include any future Patents, Trademarks, Copyrights and Licenses obtained by Assignor.

5. **Royalties; Term**. Assignor hereby agrees that after the occurrence of an Event of Default, the use by Agent of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent to Assignor. The term of the collateral assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Agent's Right to Inspect**. Agent shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes with respect to products sold by licensees of Assignor under the Trademarks. Assignor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional reasonable product quality controls as Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by licensees of Assignor under the Trademarks.

7. **Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

8. **Duties of Assignor**.

8.1 Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Agent except as may be permitted under the Loan Agreement; and (ii) to provide Agent, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

8.2 Assignor shall have the duty to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Except for those Patents, Trademarks, patent applications, trademark applications or registrations of Patents, Trademarks or Copyrights which Assignor determines in its reasonably prudent business judgment not to warrant the expense of further prosecution, maintenance, renewal, or the like, Assignor shall not abandon any right to file or maintain a patent, trademark or copyright application, or any pending or issued patent, trademark or copyright or any Patent, Trademark or Copyright, without the consent of Agent, which consent shall not be unreasonably withheld.

9. **Agent's Right to Sue**. After the occurrence of an Event of Default Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 9**.

10. **Waivers**. No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability**. The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification**. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement**. All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, upon the occurrence of an Event of Default, and while such Event of Default continues, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Agent or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Agent provided, however, that Assignor shall not exercise the foregoing power to take any act that may be deemed to constitute a naked assignment of, or a license without legally sufficient quality controls under, or otherwise to jeopardize the validity of the exclusive rights in, any Trademark. Agent may act under such power of attorney to take the actions referenced in **Section 4** hereof. Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. 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 Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

14. **Binding Effect; Benefits**. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Agent, its nominees, successors and assigns.

15. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any rules or principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written

RESCO PRODUCTS, INC.

By: William K. Brown

William K. Brown, President

(CORPORATE SEAL)

TRADEMARK
REEL: 002195 FRAME: 0563

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: **ss:**
COUNTY OF Bucks :

On this 21 day of February, 2000, before me, a Notary Public, personally appeared William G. Brown, who acknowledged himself to be the duly acting Vice President of Chase Certificate Co. and that he, as such officer, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer, on behalf of the Agent.

Notary Public
My Commission Expires:

NOTARIAL SEAL
[illegible] GARBINE [illegible] Notary Public
City of Philadelphia, Phila. County
My Commission Expires Aug. 12, 2002

KLRSPHI1: 95980.5

EXHIBIT A
TO
COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

Patents

Title	Issued/ Pending	Number	Date	Country	Company
Kiln Cars	Issued	5,168,036	12/1/92	USA	Resco
Medium weight abrasion-resistant castable	Issued	1,245,676	11/29/88	Canada	Resco
Medium weight abrasion-resistant castable	Issued	4,687,752	8/18/87	USA	Resco
Refractory Structure and Method	Issued	4,649,687	3/17/87	USA	Resco
End Block	Issued	4,560,350	12/24/85	USA	Resco
End Block	Issued	RE32096	3/25/86	USA	Resco
Carbon Bonded Refractories	Issued	4,521,357	6/4/85	USA	Resco

EXHIBIT B
TO
COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

Trademark Registrations and Applications

Trademark	Issued/ Pending	Number	Date	Country or State	Company
Resco	Issued	702092	8/2/60	USA	Resco
Resco	Issued	1697645	6/30/92	USA	Resco
Resco	Issued	31520		Illinois	Resco
Resco/Old Design	Issued	1751305	2/9/93	USA	Resco
Resco/Old Design	Issued	B1193841	4/12/83	Great Britain	Resco
Resco/Old Design	Issued	396906	11/22/83	Benelux	Resco
Resco/Old Design	Issued	1037854	5/30/89	Spain	Resco
Adamant	Issued	190868	10/28/24	USA	Resco
Adamant	Issued	170/37850	5/23/25		
Adaset	Issued	279810	1/27/31	USA	Resco
Adamull	Issued	417690	11/13/45	USA	Resco
AA-22	Issued	1708213	8/18/92	USA	Resco
AA-22	Issued	413025	6/20/91	Mexico	Resco
AA-22	Issued	401722	8/21/92	Canada	Resco
Zirmag	Issued	1795010	9/28/93	USA	Resco
Zirmag	Issued	1462072	4/24/91	Great Britain	Resco
Rescon	Issued	923415	4/4/68	Great Britain	Resco
Rescocast	Issued	1719480	9/22/92	USA	Resco
Alkatrol	Issued	1768333	5/4/93	USA	Resco
Pyrofrac	Issued	1760853	3/30/93	USA	Resco
Pyrophyl	Issued	1717303	9/22/92	USA	Resco
Pyrotrol	Issued	1739312	12/15/92	USA	Resco
Redart	Issued	1748509	1/26/93	USA	Resco
Goldart	Issued	1736599	12/1/92	USA	Resco
Sureflow	Issued	1877160	1/31/95	USA	Resco
Resco/New Design	Issued	75/828724	10/20/99	USA	Resco
Rescobond	Issued	75/600063	12/4/98	USA	Resco
Paco	Issued	662981	6/17/58	USA	Resco
Pacocast	Issued	1121019	6/20/79	USA	Resco
Pacocast Plastic Blocks	Issued	889942	4/28/70	USA	Resco

Andafrac	Issued	1778582	6/29/93	USA	Resco
Resco	Issued	B1193840	4/12/83	Great Britain	Resco
Resco	Issued	398964	6/5/92	Canada	Resco
Resco	Issued	525683	1/27/93	Benelux	Resco
Resco	Issued	1233685	4/20/83	France	Resco
Resco	Issued	93452323	1/26/93	France	Resco
Resco	Issued	487784	4/22/83	Italy	Resco
Resco	Issued	666952	1/26/96	Italy	Resco
Resco	Issued	1741178	1/26/93	Spain	Resco
Resco	Pending	199909346	9/15/99	Norway	Resco
Resco	Pending	Not Issued		Common-wealth	Resco
Resco	Pending	99/16880	9/14/99	S. Africa	Resco
Resco	Pending	822048213	9/24/99	Brazil	Resco
Resco	Pending	2244885	10/5/99	Argentina	Resco
Resco	Issued	113944-F	9/20/85	Venezuela	Resco
Resco	Pending	Not Issued		Mexico	Resco
Resco	Pending	9900130156	11/3/99	China	Resco
Resco	Pending	40-199-34485	9/15/99	Korea	Resco
Resco	Pending	874615	9/2/99	India	Resco
Resco/New Design	Pending	2260036	12/30/99	Argentina	Resco
Resco/New Design	Pending	Not Issued	1/5/00	China	Resco
Resco/New Design	Pending	Not Issued		Korea	Resco
Resco/New Design	Pending	Not Issued	12/24/99	India	Resco
CONDOR	Issued	1821368		U.S.	Resco
DIBOND	Issued	0853975		U.S.	Resco
DIBOND	Issued	TMA241155		Canada	Resco
DICAL	Issued	TMA261622		Canada	Resco
EAGLE	Issued	1488477		U.S.	Resco
EXKASE	Issued	0754879		U.S.	Resco
FERROX	Issued	0714048		U.S.	Resco
FERROX	Issued	TMA156965		U.S.	Resco
GR	Issued	0843520		U.S.	Resco
GR-FG	Issued	1640495		U.S.	Resco
GRCO	Issued	UCA020435		Canada	Resco
GREFCHEM	Issued	1167317		U.S.	Resco
GREFCO	Issued	UCA020438		Canada	Resco
GUIDON	Issued	0809125		U.S.	Resco

GUIDON	Issued	TMA231047		Canada	Resco
HARKLASE	Issued	0747111		U.S.	Resco
HARLINE	Issued	1592021		U.S.	Resco
NOVUS	Issued	1361933		U.S.	Resco
NOVUS-C	Issued	1361932		U.S.	Resco
NUCON	Issued	0799388		U.S.	Resco
NUCON	Issued	TMA150418		Canada	Resco
NUCON 50	Issued	0908905		U.S.	Resco
NUCON 60	Issued	0840738		U.S.	Resco
NUCON 80	Issued	1024693		U.S.	Resco
NULINE R-20	Issued	1347889		U.S.	Resco
OXILINE	Issued	0706507		U.S.	Resco
OXILINE B	Issued	0840737		U.S.	Resco
PERATEX	Issued	0865187		U.S.	Resco
PERATEX	Issued	TMA248404		Canada	Resco
PERECON	Issued	TMA111045		Canada	Resco
RITEX	Issued	UCA020442		Canada	Resco
SM	Issued	TMA253972		Canada	Resco
TABKASE	Issued	0678725		U.S.	Resco
TOPEX S	Issued	0856330		U.S.	Resco

EXHIBIT C
TO
COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS

Copyrights

None.

EXHIBIT D
TO
COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS

Licenses

None.