

01-08-2001

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



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

101575325

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

9

Nov 12. 19.00

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
Nov. 30, 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
Nov. 30, 2000

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/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 Assignment.)

01/05/2001 6TON11 00000178 936410

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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: 002207 FRAME: 0545

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="936410"/>	<input type="text" value="1114751"/>	<input type="text" value="1077342"/>
<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.

Mary M. Lee

12-12-00

Name of Person Signing

Signature

Date Signed

SCHEDULE B1

U.S. TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>
KINEPAK	936,410
KINEPOUCH	1,114,751
KINESTIK	1,077,342

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IPCHART\schedule\PLC to EUSA tm schedule B1.doc

PARTIAL REASSIGNMENT AND RELEASE OF SECURITY AGREEMENT

This Partial Reassignment and Release of Security Agreement (the "Agreement") is effective as of the 30th day of November, 2000 (the "Effective Date"), by and between ICI Finance PLC, a corporation organized under the laws of England and Wales having a mailing address at 9 Millbank, London, England SW1P 3JF ("PLC") and ICI Explosives USA Inc., a Delaware corporation, having a place of business at 15301 Dallas Parkway, Suite 1130, Addison, Texas, 75001, US ("EUSA") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties are the sole parties to that certain Revolving Credit and Security Agreement, that certain Patent and Trademark Collateral Assignment and that certain Security Agreement, all dated as of August 14, 1995 (collectively the "Financing Agreements"), pursuant to which PLC agreed to make available to EUSA a line of credit, and in exchange EUSA, among other things, assigned to PLC certain Know-How, Patents and Trademarks and granted to PLC a lien on and security interest in Other Assets (as such terms are defined in the Financing Agreements) all for collateral purposes only;

WHEREAS, the Patent and Trademark Collateral Assignment was recorded in the United States Patent and Trademark Office on August 21, 1995, at Reel 7603, Frame 0202 (patent) and Reel 1384, Frame 0335 (trademark);

WHEREAS, EUSA desires to assign certain trademark rights, and registrations and applications therefor and the goodwill associated therewith, set forth in Schedule B1 and all know-how of EUSA relating to such trademarks and trademark applications (collectively the "Assigned Rights"); and

WHEREAS, PLC desires to have EUSA enter into the assignment, but to do so it is necessary that PLC's right, title and interest in and to the Assigned Rights be reassigned and released back unto EUSA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PLC does hereby sell, assign, transfer and release unto EUSA, its successors, assigns and legal representatives, all of PLC's right, title and interest in and to the Assigned Rights, including without limitation the trademarks set forth in Schedule B1 (and all applications and registrations therefor, all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, renewals and extensions thereof, and the goodwill of the business to which each of the trademarks relates), and all Know-How (as defined in the Financing Agreements) of EUSA relating to the foregoing. PLC shall execute any and all powers of attorney, applications assignments, declarations, affidavits and any other papers in connection therewith necessary to perfect such right, title and interest in EUSA and its respective successors, assigns and legal representatives.

2. This Agreement shall not be construed to waive, or in any manner release, affect, modify, diminish or impair, any other right, title or interest held by PLC in the assets of EUSA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first above written.

ICI FINANCE PLC

By: 

Name: Walter C. Tutthill

Authorized Agent



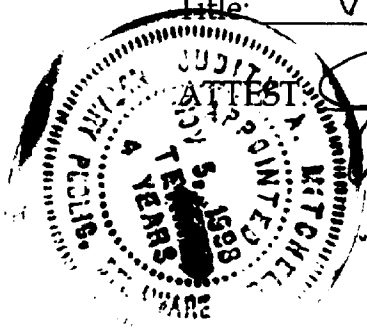
Margaret L. Fuller
MARGARET L. FULLER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 6, 2004

ICI FINANCE PLC

Raymond F. Banker, Jr

Name: RAYMOND F. BANKER JR

Title: VICE PRESIDENT



Judith A. Mitchell
JUDITH A. MITCHELL
NOTARY PUBLIC OF DELAWARE

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