

01-19-2001



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17-28-00

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12 21 2000

Name

Formerly

0940909

- 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.)

FOR OFFICE USE ONLY

01/18 2001 MTHAI1 00000185 031250 0940909
01 FC:481 40.00 CH
02 FC:482 75.00 CH

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, Roy Assignments, Washington, D.C. 20231

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TRADEMARK
REEL: 002216 FRAME: 0349

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" value="0940909"/>	<input type="text" value="2396957"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0967016"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1789331"/>	<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

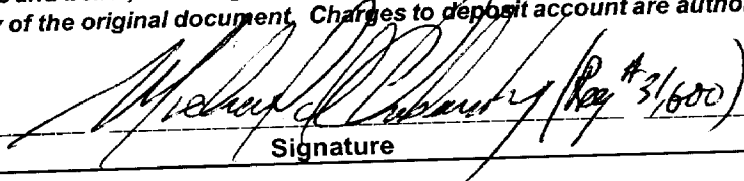
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Michael I. Chakansky
Name of Person Signing


Signature

12/27/2000
Date Signed

SECURITY AGREEMENT
(SUPPLEMENT - TRADEMARKS)

WHEREAS, KRUPP WERNER & PFLEIDERER CORPORATION (herein referred to as *Debtor*), whose address is 663 East Crescent Avenue, Ramsey, New Jersey 07446, owns the tradenames, domain names, trademarks, service marks, trademark registrations and service mark registrations listed on the Schedules annexed hereto, which trademarks and service marks are registered in the United States Patent and Trademark Office (the *Trademarks*);

WHEREAS, Debtor, in its capacity as an Additional Borrower and an Additional Guarantor, together with certain other Obligors, the Parent, CIBC WORLD MARKETS PLC and UBS WARBURG LTD, as joint lead arrangers, certain Lenders, CIBC WORLD MARKETS PLC, as agent of such Lenders, CIBC WORLD MARKETS PLC, as an issuer of certain letters of credit and guarantees, and CIBC WORLD MARKETS PLC, as the Security Agent are parties to a Facility Agreement dated 19 December 2000 (as from time to time modified, supplemented or varied in any manner or respect whatsoever, the *Facility Agreement*);

WHEREAS, Debtor has entered into a Pledge and Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the *Pledge and Security Agreement*, the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Security Agent; and

WHEREAS, pursuant to the Pledge and Security Agreement, Debtor has granted to Security Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof, including, without limitation, claims for past infringement thereof (the *Collateral*), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant and put on the public record, to Security Agent a security interest in the Collateral to secure the prompt payment, performance and

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observance of the Secured Obligations. On the occurrence of an Enforcement Event Grantor shall assign all right, title and interest in the Collateral to Security Agent and/or to person(s) designated by Security Trustee, in its sole discretion.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent's address is Cottons Centre, Cottons Lane, London SE1 2QL.

IN WITNESS WHEREOF, Debtor has duly executed or caused this Security Agreement (Supplement – Trademarks) to be duly executed as of December 21, 2000.

By: 

Name: **JOHN H. OGDEN**

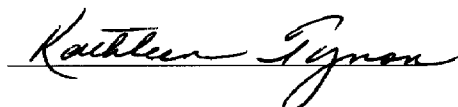
Title: **CORPORATE SECRETARY**

STATE OF *NEW JERSEY* :

: ss.:

COUNTY OF *BERGEN* :

On this *21st* day of *DECEMBER*, 2000, before me personally appeared *JOHN H. OGDEN* to me known, who, being by me duly sworn, did depose and say that he/~~she~~ resides at *68 BEDFORD PL., RAMSEY, NJ* and that he/~~she~~ is *CORPORATE SECRETARY* of Debtor; that he/~~she~~ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/~~she~~ signed his/~~her~~ name thereto in his/~~her~~ capacity as an authorized officer of said corporation pursuant to such authority.



Notary Public

KATHLEEN TYNAN
NOTARY PUBLIC OF NEW JERSEY
2075509
COMMISSION EXPIRES 12/6/2005

Schedule I

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. Number	Owner of Record	Property Covered (Goods/Services for which the marks are registered)	Date Registered	Country of Registration
Owner	MEGACOMPOUNDER	2,396,957	Krupp Werner & Pfleiderer Corporation	Extrusion machines for manufacturing plastic in the form of bars, blocks, pellets, rods, sheets and tubes	10/24/2000	USA
Owner	PROCESSING LINES & Design	1,789,331	Krupp Werner & Pfleiderer Corporation	Periodic newsletter regarding twin screw technology	8/24/1993	USA

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Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. Number	Owner of Record	Property Covered (Goods/Services for which the marks are registered)	Date Registered	Country of Registration
Owner	WP (stylized letters)	967,016	Krupp Werner & Pfleiderer Corporation	Apparatus for material treatment and handling - namely, compounders, reactors, pelletizers, plasticators, extruders, metal coating plants, hydraulic presses; and mixing, kneading, beating, stirring, molding and shaping machines; dryers and baking ovens	8/28/1973	USA
Owner	KOMBIPLAST	940,909	Krupp Werner & Pfleiderer Corporation	Compounding, blending and mixing machines for polymeric materials	8/15/1972	USA

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Schedule 2

Domain Name: www.kwpc.com

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Commissioner of Patents and Trademarks

December 27, 2000

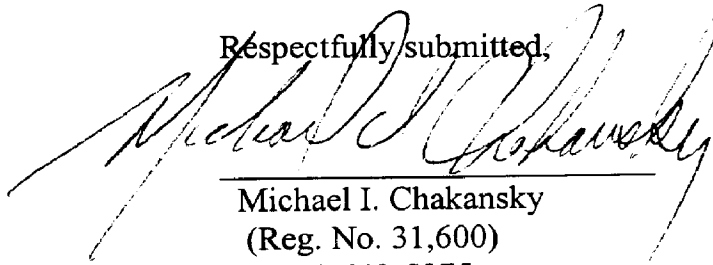
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Please send any correspondence relating to this recordation to:

MICHAEL I. CHAKANSKY, ESQ.
Sills Cummis Radin Tischman Epstein & Gross
One Riverfront Plaza
Newark, New Jersey 07102

The Commissioner is authorized to charge any fees associated with this communication or the papers filed herewith or credit any overpayment to Deposit Account N^o 03-1250. A copy of this paper is enclosed.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Michael I. Chakansky", written over a horizontal line.

Michael I. Chakansky
(Reg. No. 31,600)
(973) 643-5875

MIC:khr:encl.