

06-27-2001



To the Honorable Commissioner of

Patent and Trademark Office
checked original documents or copy thereof.

101762216

1. Name of conveying party(ies):

TENAX, LLC

62001

- Individuals
- General Partnership
- Corporation
- Other: Limited Liability Company - State: Delaware
- Association
- Limited Partnership:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Interest
- Other
- Merger
- Change of Name

Execution Date: April 16, 2001

2. Name and address of receiving party(ies):

Name: Deutsche Bank AG, New York Branch

Internal Address: _____

Street Address: 31 West 52nd Street

City: New York State: New York ZIP: 10019

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1407951

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Francis L. McGrath, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

06/26/2001 TDIAZI 00000175 1407951

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40.00 DP

9. 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.

Francis L. McGrath

Name of Person Signing

Francis L. McGrath
Signature

June 19, 2001
Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, TENAX, LLC, a Delaware limited liability company (the "Assignor") with principal offices at 110 Cheshire Lane, Minneapolis, Minnesota 55305, hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 30, 1999 (as amended from time to time, the "Security Agreement"). Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the ___ day of ~~March~~, 2001.

April

TENAX, LLC,
as Assignor

By *JJ Callahan*

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Collateral Agent and Assignee

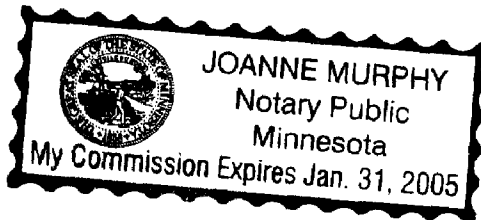
By *Scotty Q. Lindsey*

STATE OF NEW YORK)
) ss.:

COUNTY OF NEW YORK)

On this 16 day of ^{April} ~~March~~, 2001, before me personally came JOSEPH CAFFARELLI who, being by me duly sworn, did state as follows: that [s]he is SR VP & CFO of Tenax, LLC, 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.

Joanne Murphy
Notary Public



STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 23 day of ~~March~~ ^{APRIL}, 2001, before me personally came SCOTTIE

LINDSEY who, being by me duly sworn, did state as follows: that [s]he is
VICE PRESIDENT of Deutsche Bank AG, New York Branch, 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.

Jojean Travis
Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, ~~2001~~

TRADEMARKS

Trademark

Registration Number

Reg. Date

TENAX
(Stylized)

1407951

September 26, 1986