FORM PTO-1618
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PATENT & TRADEMARK OFFICE

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6-25-01

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

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

Effective Date (Month Day Year): 6 14 01

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Midtech R&D, Inc.

Execution Date (Month Day Year): 6 14 01

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship/State of Incorporation/Organization: Minnesota

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Harris Trust and Savings Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 111 West Monroe Street

Address (line 2):

Address (line 3): Chicago (City) Illinois (State/Country) 60690 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other:

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: Illinois

06/29/2001 GTON11 00000113 2208403

01 FC:481 40.00 OP
02 FC:482 425.00 OP

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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:

TRADEMARK

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 312 845-3421

Name Jane P. Miles

Address (line 1) Chapman and Cutler

Address (line 2) 111 West Monroe Street

Address (line 3) Chicago, Illinois 60603

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

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)		
See Schedule A attached					

Number of Properties

Enter the total number of properties involved. # 18

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.

Jane P. Miles	Jane P. Miles	6/21/01
Name of Person Signing	Signature	Date Signed

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

MARK	REGISTRATION DATE	REGISTRATION NUMBER
TARGET PERFORMANCE ADJUVANT	December 8, 1998	2,208,403
ARRAY	April 8, 1997	2,050,908
DRY BONDED	May 6, 1997	2,060,183
SENSATION	April 16, 1996	1,968,169
MARGIN MAKER	August 22, 1995	1,913,136
R-WAY	March 29, 1994	1,827,964
TRADITION 93	March 29, 1994	1,827,963
PURITY 100	March 29, 1994	1,827,962
NITRO-PUR	August 23, 1994	1,850,487
SABLE	April 8, 1997	2,050,906
DIPLOMAT	April 8, 1997	2,050,909
IMPRESSIVE	April 9, 1996	1,966,601
EXCALIBUR	December 17, 1996	2,023,997
RECON	March 29, 1994	1,827,965
SUNDANCE II	March 29, 1994	1,827,961
ORTECH	April 12, 1994	1,830,071
MEDALLION	March 29, 1994	1,828,694
TARGET WITH DARTS	November 2, 1999	2,290,011

TRADEMARK COLLATERAL AGREEMENT

This 14th day of June, 2001, Midtech R&D, Inc., a Minnesota corporation (*"Grantor"*) with its principal place of business and mailing address at 1120 Lake Avenue, Fairmont, Minnesota 56031, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as agent (in such capacity, the *"Agent"*) for itself and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Secured Credit Agreement dated as of January 7, 1997, (as amended, amended and restated, supplemented or otherwise modified from time to time, the *"Credit Agreement"*), among the Agent, the Lenders and Rosen's Diversified, Inc., a Minnesota corporation (the *"Borrower"*), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Agent is referred to herein as the *"Secured Party"*), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of January 7, 1997, among the Borrower, the Grantor, the other Debtors named therein and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By _____

Its CEO

ROBERT A. HOUDE
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Agent

By _____

Its _____

_____
(Type or Print Name)

TRADEMARK
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more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By _____
Its _____

_____
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Agent

By _____
Its Vice President

John R. Carley
(Type or Print Name)

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TRADEMARK LICENSES

1. License Agreement dated April 7, 2000, with Intec Agro Products, LLC.

2. License Agreement dated May 1, 2001, with Rosen's, Inc.