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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101775183

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Coperion Corporation
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CIBC World Markets PLC
Internal Address:
Street Address: Cottons Centre
Cottons Lane, London, United Kingdom
City: State: Zip: SE1 2QL
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other English Public Limited Company
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

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name Other Amendment to Security
Execution Date: June 27, 2001 Agreement

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
940909 967016
2396957 1789331
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael I. Chakansky, Esq.
Internal Address:
Street Address: Sills Cummis Radin Tischman
Epstein & Gross, PC, One Riverfront Plaza
City: Newark State: NJ Zip: 07102

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41) \$ AMOUNT DUE
Enclosed Authorized to be charged to deposit account
8. Deposit account number: 03-1250
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Michael I. Chakansky June 29, 2001
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 7

07/11/2001 DBYRNE 00000195 031250 940909
01 FC:481 40.00 CH
02 FC:482 75.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002327 FRAME: 0417

AMENDMENT TO SECURITY AGREEMENT

(SUPPLEMENT – TRADEMARKS)

This Amendment to Security Agreement (as hereinafter defined) is made effective as of the 1st day of April, 2001 by COPERION CORPORATION (formerly known as Buss Waeschle Holding Corporation) (herein referred to as *Debtor*), whose address is 663 East Crescent Avenue, Ramsey, New Jersey, 07446.

WHEREAS, Debtor's predecessor in interest, Krupp, Werner & Pfleiderer Corporation previously executed a Security Agreement on 21 December 2000 (the *Security Agreement*) in connection with the Trademarks (as hereinafter defined) pledged to the Security Agent, which Security Agreement was filed with the United States Patent and Trademark Office on December 28, 2000;

WHEREAS, Debtor currently 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*) as a result of the Merger (as hereinafter defined) and wishes to put on the public record the proper corporate name of the owner of the Trademarks so as to better protect the security interest of the Security Agent in the Collateral;

WHEREAS, Debtor, in its capacity as an Original Borrower and an Original Guarantor, together with certain other Obligors, the Parent, CIBC WORLD MARKETS PLC and UBS WARBURG LTD, as joint lead arrangers, certain Lenders, CIBC WORK MARKETS PLC, as agent of such Lenders, CIBC WORLD MARKETS PLC, as an issuer of certain letters of credit and guarantees, and CIBC WORLD MARKEST 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 an Amended and Restated 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;

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; and

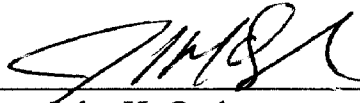
WHEREAS, Debtor is owner by merger of each of Waeschle Inc., Buss (America) Inc. and Krupp Werner & Pfleiderer Corporation with Debtor (the *Merger*) effective 1 April, 2001, of the Collateral wherein the owner listed on Schedules 1 and 2 is Krupp Werner & Pfleiderer Corporation;

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 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 June 27, 2001.

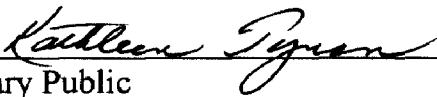
By: 
Name: John H. Ogden
Title: Corporate Secretary

STATE OF NEW JERSEY

: ss:

COUNTY OF BERGEN

On this 27th day of June, 2001, before me personally appeared John H. Ogden to me known, who, being by me duly sworn, did depose and say that he resides at 68 Bedford Place, Ramsey New Jersey and that he is Corporate Secretary of Debtor; that he 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 signed his name thereto in his 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 1

Trademarks:

KRUPP WERNER & PFEIDERER CORPORATION

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 & Pfeiderer 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 & Pfeiderer Corporation	Periodic newsletter regarding twin screw technology	8/24/1993	USA

Owner	WP (stylized letters)	967,016	Krupp Werner & Pfeiderer 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 & Pfeiderer Corporation	Compounding, blending and mixing machines for polymeric materials	8/15/1972	USA

Schedule 2

Domain Names:

KRUPP WERNER & PFLEIDERER CORPORATION

www.kwpc.com

NY003698 862/10

KW

RECORDED: 06/29/2001

**TRADEMARK
REEL: 002327 FRAME: 0423**