

08-08-2001



101803621

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

Austin Powder Company 8-201

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 29, 2001

2. Name and address of receiving party(ies)

Name: KeyBank National Association,
 Internal as agent
 Address: _____

Street Address: 127 Public Square

City: Cleveland State: OH Zip: 44114

- ☐ Individual(s) citizenship
☒ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other _____

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)

75/841324 76/101465
 76/005823

1535200	1991965	2032655	2270242
1942445	2044644	2207019	2258691
B. Trademark Registration No.(s)			2252862
0308311	1497636	1497634	2320813
1497632	1535199	1497630	1555697
1497633	1497631	1497635	
		1595231	

Additional number(s) attached ☐ Yes ☒ No

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

Name: John E. Mazey

Internal Address: Jones, Day, Reavis & Pogue

North Point

Street Address: 901 Lakeside Avenue

08/07/2001 TDI1871 00000162 75841324

01 FC:481
02 FC:482

City: Cleveland

40.00 OP
575.00 OP

State: OH

Zip: 44114

6. Total number of applications and

registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Kathie J. Kopczyk

Name of Person Signing

Kathie J. Kopczyk

Signature

July 31, 2001

Date

Total number of pages including cover sheet, attachments, and document: 35

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

TRADEMARK
 REEL: 002347 FRAME: 0590

INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Recitals.

AUSTIN POWDER COMPANY, an Ohio corporation (together with its successors and assigns, "Pledgor"), the financial institutions listed on Schedule 1 to the Credit Agreement, as hereinafter defined, (collectively, "Banks" and, individually, "Bank") and KEYBANK NATIONAL ASSOCIATION, as agent for the Banks ("Agent"), are entering into the Credit Agreement.

Pledgor understands that the Banks are willing to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Banks, a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation granted to Pledgor by the Banks and for other valuable considerations.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

2.1. "Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

2.2. "Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

2.3. "Credit Agreement" shall mean the Third Amended and Restated Credit and Security Agreement executed by and among Pledgor, the Banks and Agent and dated as of the 29th day of June, 2001, as the same may from time to time be amended, restated or otherwise modified.

2.4. "Debt" shall mean, collectively, (a) all Loans and Letters of Credit; (b) all other indebtedness now owing or hereafter incurred by Pledgor to Agent or any Bank pursuant to the Credit Agreement and any Note executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees or other amounts payable by Pledgor pursuant to the Credit Agreement; (e) all obligations and liabilities of Pledgor now existing or hereafter incurred to Agent or any Bank (or any affiliate of such Bank) under, arising out of, or in connection with any Hedge Agreement; (f) every other liability, now or hereafter owing to

Agent or any Bank or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (g) all Related Expenses.

2.5. "Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 8 hereof.

2.6. "Hedge Agreement" shall mean any currency swap or hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into by Pledgor with Agent or any of the Banks, or any of their respective affiliates, in connection with the Debt.

2.7. "Letter of Credit" shall mean any Letter of Credit, as defined in the Credit Agreement, issued pursuant to the Credit Agreement.

2.8. "Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

2.9. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

2.10. "Related Expenses" shall mean any and all reasonable costs, liabilities and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys' fees, legal expenses, judgments, suits, and disbursements) (a) incurred by Agent or imposed upon or asserted against Agent or any Bank, in any attempt by Agent and the Banks to (i) obtain, preserve, perfect or enforce any security interest evidenced by this Agreement, the Credit Agreement or any Related Writing, as defined in the Credit Agreement; (ii) obtain payment, performance or observance of any and all of the Debt; or (iii) maintain, insure, audit, collect, preserve, repossess or dispose of any of the Collateral or any other collateral securing the Debt, including, without limitation, costs and expenses for appraisals, assessments and audits of Pledgor or any such collateral; or (b) incidental or related to (a) above, including, without limitation, interest thereupon from the date incurred, imposed or asserted until paid at the Default Rate, as defined in the Credit Agreement.

2.11. "USPTO" shall mean the United States Patent and Trademark Office in Washington D.C.

Except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that the Banks shall at all times have, and hereby grants to Agent, for the benefit of the Banks, a security interest in and collateral assignment of all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Agent or any Bank of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor represents and warrants to Agent and each Bank that:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) The Collateral is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Agent, for the benefit of the Banks, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

1. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Event of Default.

(a) Any of the following shall constitute an Event of Default under this Agreement:

(i) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (ii) any representation, warranty or statement made by Pledgor in or pursuant to this Agreement or in any other writing received by Agent or the Banks in connection with the Debt shall be false or erroneous in any material respect; or (iii) Pledgor shall fail or omit to perform or

observe any agreement made by Pledgor in or pursuant to this Agreement or in any other writing received by Agent or the Banks pursuant hereto.

(b) Pledgor expressly acknowledges that Agent, on behalf of the Banks, shall record this Agreement with the USPTO. Contemporaneously herewith, Pledgor shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with USPTO.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Banks, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Banks, may in its discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Pledgor no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Bank may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Debt, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Debt shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Termination. At such time as the Debt shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Banks, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Banks, pursuant hereto.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Banks in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent and, until so paid, shall be added to the principal amount of the Debt.

11. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Banks, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and the Banks for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent and the Banks in connection with the provisions of this Section 12, in the event Agent, on behalf of the Banks, elects to join in any such action commenced by Pledgor.

13. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Banks, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Banks, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Banks, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Banks, may, but is not obligated to, do

so in Pledgor's name or in the name of Agent, on behalf of the Banks, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Agent and the Banks in protecting, defending and maintaining the Collateral.

15. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Banks in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Debt shall have been satisfied in full and the terminated, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

17. Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Agent's request, Pledgor shall execute any documents or instruments required by Agent in order to modify this Agreement as provided in this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

18. No Waiver. No course of dealing between Pledgor and Agent or any Bank, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of Agent and the Banks with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

22. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of Agent and

the Banks. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

23. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address of Pledgor specified on the signature page of this Agreement, and, if to Agent or any Bank, mailed or delivered to it, addressed to the address of Agent or such Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Agent or any Bank pursuant to any of the provisions hereof shall not be effective until received by Agent or such Bank.

24. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

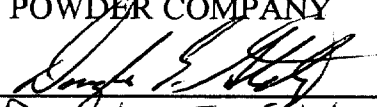
[Remainder of page intentionally left blank.]

25. JURY TRIAL WAIVER. PLEDGOR, AGENT AND THE BANKS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE BANKS, PLEDGOR AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY BANK TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND THE BANKS, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 29th day of June, 2001.


Address: 25800 Science Park Drive
Beachwood, Ohio 44122
Attn: Treasurer

AUSTIN POWDER COMPANY

By: 
Name: Douglas E. Stelzer
Title: Treasurer

This Agreement is hereby acknowledged
and agreed to by:

KEYBANK NATIONAL ASSOCIATION, as
Agent

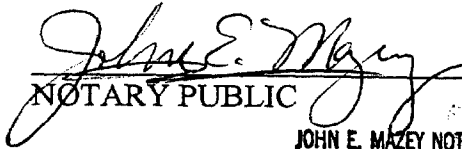
By: 
Karlyn L. Wild, Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Douglas E. Stelzer known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AUSTIN POWDER COMPANY, an Ohio corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

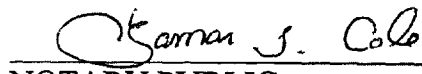
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of June, 2001.


NOTARY PUBLIC
JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Karyn L. Wild, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, as Agent, and that she executed the same as the act of such national banking association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of June, 2001.


NOTARY PUBLIC
LAMART T. COLE
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Oct. 29, 2001

AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (7/16/01)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appln. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0006	AUSTIN DIAMOND LOGO	U.S.	07/23/33	308,311	11/28/33		Blasting powder, pellet powder, dynamite, permissible explosives, caps, and exploders	§§ 8 & 15 rec'd 10/28/54; Renewal due 11/28/03
ATN 5 0006 AR		Argentina	4/18/99	(2,214,197)		Breuer		Opposition period expired
ATN 5 0006 BO		Bolivia	3/24/00	(016170)		Rojas		
ATN 5 0006 CZ		Czech Rep.	4/21/99	225161	6/26/00	Kador		Renewal due 4/21/09
ATN 5 0006 GR		Greece	5/10/99	(140615)		Kypris		Accepted for publication
ATN 5 0006 GT		Guatemala	N/A	(12617)		Arenales		Filing Instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0006 PE		Peru	3/23/00	(103085)		Rodrigo		
ATN 5 0006 PT		Portugal	4/21/99	(336602)	11/10/99	Pereira		Awaiting certificate; Renewal due 11/10/09
ATN 5 0006 UY		Uruguay	3/23/00	321,431	10/13/00	Barbat		Renewal due 10/13/10
ATN 5 0007	COALMEX	U.S.	12/21/87	1,497,632	7/26/88		Explosives	§§ 8 & 15 filed 3/30/94; Renewal due 7/26/08
ATN 5 0008	COAL STAR	U.S.	12/21/87	1,497,636	7/26/88		Detonators for explosives	§§ 8 & 15 filed 4/5/94; Renewal due 7/26/08

* Country printed in boldface where mark is registered

AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appln. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0008	EMULEX	U.S.	12/21/87	1,535,199	4/18/89		High explosives	§§ 8 & 15 filed 10/27/94; Renewal due 4/18/09
ATN 5 0009 AR		Argentina	3/23/00	(2,275,869)		Brauer		Opposition period expired
ATN 5 0009 EC		Ecuador	8/22/97	1-6621-98	11/28/98	Bermeo		Renewal due 11/28/08
ATN 5 0009 GT		Guatemala	N/A	(12597)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0009 MX		Mexico	3/9/98	577354	5/25/98	Goodrich		Renewal due 3/9/08
ATN 5 0009 UY		Uruguay	3/23/00	321,435	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0010	HEET	U.S.	12/21/87	1,497,634	7/26/88		Explosives	§§ 8 & 15 filed 3/30/94; Renewal due 7/26/08
ATN 5 0010 AR		Argentina	3/21/00	(2,275,197)		Brauer		Opposition period expired
ATN 5 0010 CA		Canada	10/30/97	TMA513,525	7/28/99	Gowling		Renewal due 7/28/14
ATN 5 0010 EC		Ecuador	8/22/97	1-6622-98	11/28/98	Bermeo		Renewal due 11/28/08
ATN 5 0010 GT		Guatemala	N/A	(12598)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0010 MX		Mexico	3/9/98	662503	6/30/00	Goodrich		Renewal due 3/9/08
ATN 5 0010 UY		Uruguay	3/23/00	321,434	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0010 VE		Venezuela	8/22/97	(16952-97)		Hoet		Instructions to settle opposition sent 10/5/98
ATN 5 0011	HELIX	U.S.	12/21/87	1,497,630	7/26/88		Non-nitroglycerin explosives	§§ 8 & 15 filed 3/20/94; Renewal due 7/26/08
ATN 5 0011 CA		Canada	10/30/97	TMA513,528	7/28/99	Gowling		Renewal due 7/28/14

* Country printed in boldface where mark is registered

AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appl. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0012	HYDROMITE	U.S.	12/21/87	1,497,633	7/26/88		Blasting agents	SS 8 & 15 filed 3/30/94; Renewal due 7/26/08
ATN 5 0012 AR		Argentina	3/21/00	(2,276,196)		Breuer		Opposition period expired
ATN 5 0012 CA		Canada	10/30/97	TMA513,527	7/28/99	Gowling		Renewal due 7/28/14
ATN 5 0012 EC		Ecuador	8/22/97	I-6620-98	11/26/98	Bermeo		Renewal due 11/26/08
ATN 5 0012 GT		Guatemala	N/A	(12613)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0012 MX		Mexico	3/9/88	577,355	5/25/98	Goodrich		Renewal due 3/9/08
ATN 5 0012 UY		Uruguay	3/23/00	321,433	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0012 VE		Venezuela	8/22/97	(18953-97)	9/11/08	Hoet		Awaiting certificate; Renewal due 9/11/08
ATN 5 0013	LITE LINE	U.S.	12/21/87	1,497,631	7/26/88		Detonating cord	SS 8 & 15 filed 3/20/94; Renewal due 7/26/08
ATN 5 0013 CA		Canada	10/30/97	TMA533,470	9/26/00	Gowling		"LINE" disclaimed; Renewal due 9/26/15
ATN 5 0013 EC		Ecuador	8/22/97	I-6619-98	11/26/98	Bermeo		Renewal due 11/26/08
ATN 5 0013 MX		Mexico	3/9/98	662504	8/30/00	Goodrich		Renewal due 3/9/08
ATN 5 0014	ROCK STAR	U.S.	12/21/87	1,497,635	7/26/88		Detonators for explosives	SS 8 & 15 filed 4/5/94; Renewal due 7/26/08
ATN 5 0014 CA		Canada	10/30/97	TMA513,526	7/28/99	Gowling		Renewal due 7/28/14
ATN 5 0014 GT		Guatemala	N/A	N/A		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0014 MX		Mexico	3/9/98	583,223	7/31/98	Goodrich		Renewal due 3/9/08

* Country printed in boldface where mark is registered

AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (App'n. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0015	SEISMIC STAR	U.S.	12/21/87	1,555,687	2/12/89		Electric blasting detonators for explosives used in seismic exploration	§§ 8 & 15 filed 4/28/95; Renewal due 9/12/09
ATN 5 0015 CA		Canada	10/30/97	TMA513,647	7/29/99	Gowling		Hyphenated as SEISMIC- STAR; Renewal due 7/28/14
ATN 5 0015 VE		Venezuela	8/22/97	(16954-97)	9/1/98	Host		Awaiting certificate; Renewal due 9/1/08
ATN 5 0016	EMULINE	U.S.	5/6/88	1,595,231	5/8/90		Multiple explosive cartridges attached to a continuous length of detonating cord	§§ 8 & 15 filed 7/26/96; §§ 8 & 9 declaration of use and renewal application filed 3/10/00
ATN 5 0016 GT		Guatemala	N/A	(12599)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0016 MX		Mexico	3/9/88	579,630	6/29/98	Goodrich		Renewal due 3/9/08
ATN 5 0017	SHOCK STAR	U.S.	8/15/88	1,535,200	4/18/89		Non-electric detonator consisting of a blasting cap and tube through which a shock signal is transmitted	§§ 8 & 15 filed 10/27/94; Renewal due 4/18/09
ATN 5 0017 CA		Canada	10/30/97	TMA513,648	7/29/99	Gowling		Renewal due 7/28/14
ATN 5 0017 GT		Guatemala	N/A	(12615)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0017 MX		Mexico	3/9/98	583,224	7/31/98	Goodrich		Renewal due 3/9/08
ATN 5 0017 VE		Venezuela	8/22/97	(16955-97)	9/1/98	Host		Awaiting certificate; Renewal due 9/1/08

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (App'n. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0018	FINE LINE	U.S.	9/13/94	1,991,965	8/8/96		Low grain detonating cord for explosives	§§ 8 & 15 due 8/5/02; Renewal due 8/6/06
ATN 5 0018 CA		Canada	2/3/95	494,268	5/8/98	Ridout		Renewal due 5/8/13
ATN 5 0018 MX		Mexico	3/3/95	497607	7/19/95	Goodrich		Renewal due 3/3/05
ATN 5 0019	QED	U.S.	9/15/94	2,032,655	1/21/97		Computer program for modeling blast design	§§ 8 & 15 due 1/20/03; Renewal due 1/21/07
ATN 5 0019 AR		Argentina	4/7/95	1,587,194	1/5/96	Breuer		Renewal due 1/5/06
ATN 5 0019 AU		Australia	4/10/95	858144	8/21/96	Callinan		Renewal due 4/10/05
ATN 5 0019 CA		Canada	4/7/95	468024	12/30/96	MacRae		Renewal due 12/30/11
ATN 5 0019 CL		Chile	5/24/95	462,931	6/21/96	Villasaca		Renewal due 6/21/06
ATN 5 0019 CO		Colombia	7/25/95	181333	11/24/95	Cavaller		Renewal due 11/24/05
ATN 5 0019 MX		Mexico	4/28/95	495474	6/27/95	Goodrich		Renewal due 4/28/05
ATN 5 0019 PE		Peru	4/21/95	19322	9/11/95	Rodrigo		Renewal due 9/11/05
ATN 5 0019 VE		Venezuela	8/22/97	(16958-97)	9/11/98	Hoet		Awaiting certificate; Renewal due 9/11/08
ATN 5 0019 ZA		S. Africa	4/7/95	95/4443	7/17/98	Kisch		Renewal due 4/7/05
ATN 5 0020	AQUALINE	U.S.	10/17/94	1,942,445	12/19/95		Detonating cord for explosives	§§ 8 & 15 due 12/18/01 Renewal due 12/19/05
ATN 5 0020 CA		Canada	2/3/95	485,700	10/17/97	Ridout		Renewal due 1/18/12

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appl. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0021	ENVIROSEIS	U.S.	3/6/95	2,044,644	3/11/97		Seismic explosives used in oil, gas, and mineral exploration	§§ 8 & 15 due 3/11/03; Renewal due 3/11/07
ATN 5 0021 AR		Argentina	4/11/95	1,588,109	1/11/96	Breuer		Renewal due 1/11/06
ATN 5 0021 BO		Bolivia	4/26/95	C-83090	3/11/97	Rojas		Renewal due 3/11/07
ATN 5 0021 CA		Canada	4/7/95	491,319	3/12/98	MacRae		Renewal due 3/12/13
ATN 5 0021 EC		Ecuador	4/5/95	1-297-97	3/3/97	Bermeo		Renewal due 3/3/07
ATN 5 0021 MX		Mexico	4/25/95	495475	6/27/95	Goodrich		Renewal due 4/28/05
ATN 5 0021 PE		Peru	1/21/00	005591	4/28/00	Rodrigo		Renewal due 4/28/10
ATN 5 0021 VE		Venezuela	7/17/95	(10303-95)	1/3/97	Host		Awaiting certificate; Renewal due 1/3/07
ATN 5 0022	HYDROX	U.S.	9/18/97	2,207,019	12/1/98		Explosives, namely, unsensitized emulsion/oxidizer	§§ 8 & 15 due 12/1/04; Renewal due 12/1/08
ATN 5 0022 AR		Argentina	3/23/00	(2,275,868)		Breuer		Opposition period expired
ATN 5 0022 BR		Brazil	3/27/00	(822098652)		Pinheiro		Power of attorney and company affidavit sent to associate 4/19/00
ATN 5 022 UY		Uruguay	3/23/00	321,432	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0023	SCOTCH CORD	U.S.	9/16/97	2,270,242	8/17/99		Detonating cord	§§ 8 & 15 due 8/17/05; Renewal due 8/17/09
ATN 5 0023 CA		Canada	10/30/97	TMA530,806	8/8/00	Gowling		*CORD* disclaimed 8/8/98; Renewal due 8/8/15

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appl. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0024	TRIM LINE	U.S.	9/16/87	2,258,691	7/6/99		Detonating cord	\$\$ 8 & 15 due 7/8/05; Renewal due 7/8/09
ATN 5 0026	EMUTRENCH	U.S.	11/10/87	2,252,862	6/15/99		Explosive substances, namely an emulsifier water in oil mixture of various chemicals	\$\$ 8 & 15 due 6/15/05; Renewal due 6/15/09
ATN 5 0028 GT		Guatemala	N/A	(12600)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0028	3-D STAR	U.S.	10/8/88	2,320,813	2/22/00		Detonators for explosives used in seismic exploration	\$\$ 8 & 15 due 2/22/06; Renewal due 2/22/10
ATN 5 0030	ENVIROPRIME	U.S.	11/5/99	(75/841,324)			Biodegradable explosives	Approved for publication on 8/13/00
ATN 5 0030 AR		Argentina	3/31/00	(2,278,023)		Breuer		Opposition period expired
ATN 5 0030 BO		Bolivia	1/26/00	(00905)		Rojas		Filing instructions sent 1/15/00; filing particulars for U.S. application sent 3/16/00
ATN 5 030 EC		Ecuador	N/A	N/A		Benmeo		Filing instructions sent 4/26/01
ATN 5 0030 PE		Peru	N/A	N/A		Rodrigo		Filing instructions sent 1/15/00; filing particulars and certified copy of U.S. application sent 3/16/00

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appln. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0033	AUSTIN	U.S.	3/21/00	(76/005,823)			Blasting products, including bulk and packaged explosives, detonators for explosives, detonating cord, and detonator connecting blocks	Amendment & response filed 3/19/01
ATN 5 0033 BR		Brazil	8/3/00	(822494639)		Pinheiro		Certified copy of U.S. priority application sent 10/16/00
ATN 5 0033 GT		Guatemala	N/A	(12592)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00; application appears to be for AUSTIN POWDER
ATN 5 0033 UY		Uruguay	8/3/00	(324,981)		Barbal		Filing instructions sent 7/2/00
ATN 5 0034	AUSTINITE	U.S.	8/2/00	(76/101,465)			Explosives	Response to Office Action due 8/6/01
ATN 5 0034 GT		Guatemala	N/A	(125940)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0035 GT	TIME STAR	Guatemala	N/A	(126160)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00

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U.S. and Foreign Filing for Detonator Packaging Invention of John Capers (7/16/01)

COUNTRY	DOCKET NO.	PATENT NO.	ISSUE DATE	FILING DATE	APPLN. NO.	ATTORNEYS	REMARKS
United States	ATN 2 025	5,873,455	2/23/99	11/23/97*	08/978,092	Fay, Sharpe	Next maintenance fee due between 2/23/02 and 8/23/02; expires 11/20/15; claims directed to individual casing.
United States	ATN 2 025-2	5,996,777	12/7/99	1/8/99*	09/226,362	Fay, Sharpe	Next maintenance fee due between 12/7/02 and 6/7/03; expires 11/20/15; claims directed to packaging comprising plurality of casings.
Australia	ATN 2 025 AU	708713	11/25/99	11/20/96**	11214/97	Spruson & Ferguson	1st annuity due 11/20/01; working required after 11/25/02; expires 11/20/16
Brazil	ATN 2 025 BR			11/20/96**	P19611630-7	Danneman Siemsen Bigler & Ipanema Moreira	Instructions for responding to Office Action sent 6/25/01
Canada	ATN 2 025 CA	2,238,046	10/31/00	11/20/96**	2,238,046	Sim & McBurney	Expires 11/20/16; next maintenance fee due 11/20/01
Chile	ATN 2 025 CL			11/20/96	2045-96	Estudio Federico Villaseca	Pending opposition filed by Tec Harseim S.A.I.C.; response filed 7/30/98
Czech Republic	ATN 2 025 CZ			11/20/96**	PV1550-98	Kador & Partner	Examination requested 9/11/98
Europeet	ATN 2 025 EP			11/20/96**	96 942 029.8	Kador & Partner	Examination requested; application published 11/9/98

COUNTRY	DOCKET NO.	PATENT NO.	ISSUE DATE	FILING DATE	APPLN. NO.	ATTORNEYS	REMARKS
Mexico	ATN 2 025 MX			11/20/96**	983976	Goodrich, Riquelme y Asociados	Amendment filed 8/16/99
Peru	ATN 2 025 PE			11/21/96††		Rodrigo, Elias & Medrano	Notice of Allowance issued 5/29/01
South Africa	ATN 2 025 ZA	96/9718	8/27/97	11/20/96	96/9718	John & Kernick	Annuitly due 11/20/00; patent expires 11/20/16.

* Effective filing date is November 20, 1995, filing date for original U.S. application.

** This is the filing date for the underlying PCT application.

† All member states of the European Patent Office have been designated (Austria, Belgium, Switzerland & Liechtenstein, Germany, Denmark, Spain, Finland, France, United Kingdom, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, and Sweden).

†† The actual filing date for this application currently is subject to dispute based on the date the Spanish translation was filed.

**U.S. and Foreign Filing for Shock Tube Connector Invention
of John Capers and Goran Jidestig (7/16/01)**

COUNTRY	DOCKET NO.	PATENT NO.	ISSUE DATE	ATTORNEYS	FILING DATE	APPLN. NO.	REMARKS
United States	ATN 2 0004			Fay, Sharpe	3/2/99	09/260,818	Issue fee due 8/20/01; connector block claims
United States	ATN 2 0004-2			Fay, Sharpe	10/20/00	09/693,110	Amendment filed 7/3/01; divisional of 09/260,818; detonator claims
Argentina	ATN 2 0004 AR			G. Breuer	3/8/99	P99 01 00973	Response to Office Action filed 2/17/00
Argentina	ATN 2 0004 AR2			G. Breuer	2/17/00	P00 01 00668	Request for examination due 2/17/03; divisional of P99 01 00973; detonator claims
Canada	ATN 2 0004 CA			Sim & McBurney	3/4/99	2322653	Request for examination due 3/4/04
Chile	ATN 2 0004 CL			Estudio Federico Villaseca	3/8/99	418-99	Awaiting substantive examination
European Patent Office	ATN 2 0004 EP			Kador & Partners	3/4/99	99 917 303.2	Published 12/27/00
Hong Kong	ATN 2 0004 HK			Hastings & Co.	7/14/01	01104117.9	Extension of EPO application
Peru	ATN 2 0004 PE			Rodrigo, Elias & Medrano	3/3/99	01956	Awaiting substantive examination
South Africa	ATN 2 0004 ZA	99/1788	10/27/99	D.M. Kisch Inc.	3/5/99	99/1788	1st annual renewal fee due 3/5/02; expiration 3/5/19

EXHIBIT A

ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE BANKS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF JUNE 29, 2001, EXECUTED BY AUSTIN POWDER COMPANY, AN OHIO CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE BANKS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNMENT

WHEREAS, AUSTIN POWDER COMPANY, an Ohio corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of June 29, 2001 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION, as Agent for the Banks, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of the Banks, a security interest in and collateral assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, for the benefit of the Banks, and their respective successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent, on behalf of the Banks, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on June 29, 2001.

ATTEST:

AUSTIN POWDER COMPANY

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

)

COUNTY OF CUYAHOGA)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 2001.

Notary Public

SCHEDULE 1

AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (7/16/01)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appln. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0006	AUSTIN DIAMOND LOGO	U.S.	07/23/33	308,311	11/28/33		Blasting powder, pellet powder, dynamite, permissible explosives, caps, and exploders	SS 8 & 15 rec'd 10/28/54; Renewal due 11/28/03
ATN 5 0006 AR		Argentina	4/16/89	(2,214,197)		Breiter		Opposition period expired
ATN 5 0006 BO		Bolivia	3/24/00	(016170)		Rojas		
ATN 5 0006 CZ		Czech Rep.	4/21/89	225161	6/28/00	Kador		Renewal due 4/21/09
ATN 5 0006 GR		Greece	5/10/89	(140515)		Kypris		Accepted for publication
ATN 5 0006 GT		Guatemala	N/A	(12617)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/18/00
ATN 5 0006 PE		Peru	3/23/00	(103095)		Rodrigo		
ATN 5 0006 PT		Portugal	4/21/89	(336802)	11/10/89	Pereira		Awaiting certificate; Renewal due 11/10/09
ATN 5 0006 UY		Uruguay	3/23/00	321,431	10/13/00	Barbat		Renewal due 10/13/10
ATN 5 0007	COALMEX	U.S.	12/21/87	1,467,632	7/26/88		Explosives	SS 8 & 15 filed 3/30/94; Renewal due 7/26/08
ATN 5 0008	COAL STAR	U.S.	12/21/87	1,497,636	7/26/88		Detonators for explosives	SS 8 & 15 filed 4/5/94; Renewal due 7/26/08

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appl. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0009	EMULEX	U.S.	12/21/87	1,535,199	4/18/89		High explosives	§§ 8 & 15 filed 10/27/94; Renewal due 4/18/09
ATN 5 0009 AR		Argentina	3/23/00	(2,276,869)		Brauer		Opposition period expired
ATN 5 0009 EC		Ecuador	8/22/97	1-6621-98	11/28/98	Bernero		Renewal due 11/28/08
ATN 5 0009 GT		Guatemala	N/A	(12597)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0009 MX		Mexico	3/9/98	577354	5/25/98	Goodrich		Renewal due 3/9/08
ATN 5 0009 UY		Uruguay	3/23/00	321,435	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0010	HEET	U.S.	12/21/87	1,497,634	7/28/88		Explosives	§§ 8 & 15 filed 3/30/94; Renewal due 7/28/08
ATN 5 0010 AR		Argentina	3/21/00	(2,275,197)		Brauer		Opposition period expired
ATN 5 0010 CA		Canada	10/30/97	TMA513,525	7/28/98	Gowling		Renewal due 7/28/14
ATN 5 0010 EC		Ecuador	8/22/97	1-6622-98	11/26/98	Bernero		Renewal due 11/26/08
ATN 5 0010 GT		Guatemala	N/A	(12598)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0010 MX		Mexico	3/9/98	662503	8/30/00	Goodrich		Renewal due 3/9/08
ATN 5 0010 UY		Uruguay	3/23/00	321,434	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0010 VE		Venezuela	8/22/97	(16952-97)		Host		Instructions to settle opposition sent 10/5/98
ATN 5 0011	HELIX	U.S.	12/21/87	1,497,630	7/28/88		Non-nitroglycerin explosives	§§ 8 & 15 filed 3/20/94; Renewal due 7/28/08
ATN 5 0011 CA		Canada	10/30/97	TMA513,528	7/28/98	Gowling		Renewal due 7/28/14

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appl. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0012	HYDROMITE	U.S.	12/21/87	1,497,633	7/26/88		Blasting agents	§§ 8 & 15 filed 3/30/94; Renewal due 7/26/08
ATN 5 0012 AR		Argentina	3/21/00	(2,276,196)		Breuer		Opposition period expired
ATN 5 0012 CA		Canada	10/30/87	TMA513,527	7/28/88	Gowling		Renewal due 7/28/14
ATN 5 0012 EC		Ecuador	8/22/97	1-6620-98	11/26/98	Berneco		Renewal due 11/26/08
ATN 5 0012 GT		Guatemala	N/A	(12613)		Arenales		Filing Instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0012 MX		Mexico	3/8/88	577,355	5/25/88	Goodrich		Renewal due 3/8/08
ATN 5 0012 UY		Uruguay	3/23/00	321,433	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0012 VE		Venezuela	8/22/87	(18953-87)	8/11/08	Hoet		Awaiting certificate; Renewal due 9/11/08
ATN 5 0013	LITE LINE	U.S.	12/21/87	1,497,631	7/26/88		Detonating cord	§§ 8 & 15 filed 3/20/94; Renewal due 7/26/08
ATN 5 0013 CA		Canada	10/30/87	TMA533,470	9/26/00	Gowling		"LINE" disclaimed; Renewal due 9/26/15
ATN 5 0013 EC		Ecuador	8/22/87	1-6619-98	11/26/98	Berneco		Renewal due 11/26/08
ATN 5 0013 MX		Mexico	3/8/88	662504	8/30/00	Goodrich		Renewal due 3/8/08
ATN 5 0014	ROCK STAR	U.S.	12/21/87	1,497,635	7/26/88		Detonators for explosives	§§ 8 & 15 filed 4/5/94; Renewal due 7/26/08
ATN 5 0014 CA		Canada	10/30/87	TMA513,528	7/28/88	Gowling		Renewal due 7/28/14
ATN 5 0014 GT		Guatemala	N/A	N/A		Arenales		Filing Instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0014 MX		Mexico	3/8/88	583,223	7/31/98	Goodrich		Renewal due 3/8/08

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (App/n. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0016	SEISMIC STAR	U.S.	12/21/87	1,555,897	2/12/89		Electric blasting detonators for explosives used in seismic exploration	§§ 8 & 15 filed 4/28/95; Renewal due 9/12/09
ATN 5 0015 CA		Canada	10/30/97	TMA513,847	7/29/99	Gowling		Hyphenated as SEISMIC- STAR; Renewal due 7/28/14
ATN 5 0015 VE		Venezuela	8/22/87	(16954-87)	9/11/98	Hoet		Awaiting certificate; Renewal due 9/11/08
ATN 5 0016	EMULINE	U.S.	5/6/88	1,595,231	5/8/90		Multiple explosive cartridges attached to a continuous length of detonating cord	§§ 8 & 15 filed 7/28/98; §§ 8 & 9 declaration of use and renewal application filed 3/10/00
ATN 5 0016 GT		Guatemala	N/A	(12599)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0016 MX		Mexico	3/9/88	579,830	6/29/98	Goodrich		Renewal due 3/9/08
ATN 5 0017	SHOCK STAR	U.S.	8/15/88	1,535,200	4/18/89		Non-electric detonator consisting of a blasting cap and tube through which a shock signal is transmitted	§§ 8 & 15 filed 10/27/94; Renewal due 4/18/09
ATN 5 0017 CA		Canada	10/30/97	TMA513,848	7/29/99	Gowling		Renewal due 7/28/14
ATN 5 0017 GT		Guatemala	N/A	(12615)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0017 MX		Mexico	3/9/88	583,224	7/31/98	Goodrich		Renewal due 3/9/08
ATN 5 0017 VE		Venezuela	8/22/87	(16955-87)	9/11/98	Hoet		Awaiting certificate; Renewal due 9/11/08

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appl. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0018	FINE LINE	U.S.	9/13/84	1,991,865	8/8/86		Low grain detonating cord for explosives	§§ 8 & 15 due 8/8/02; Renewal due 8/8/08
ATN 5 0018 CA		Canada	2/3/85	494,268	5/8/88	Ridout		Renewal due 5/8/13
ATN 5 0018 MX		Mexico	3/3/85	497,807	7/18/85	Goodrich		Renewal due 3/3/05
ATN 5 0019	QED	U.S.	9/15/84	2,032,655	1/21/87		Computer program for modeling blast design	§§ 8 & 15 due 1/20/03; Renewal due 1/21/07
ATN 5 0019 AR		Argentina	4/7/85	1,587,194	1/5/86	Breuer		Renewal due 1/5/06
ATN 5 0019 AU		Australia	4/10/85	658,144	8/21/86	Callinan		Renewal due 4/10/05
ATN 5 0019 CA		Canada	4/7/85	488,024	12/30/86	MacRae		Renewal due 12/30/11
ATN 5 0019 CL		Chile	5/24/85	462,931	6/21/86	Villasaca		Renewal due 6/21/06
ATN 5 0019 CO		Colombia	7/25/85	181,333	11/24/86	Cavaller		Renewal due 11/24/05
ATN 5 0019 MX		Mexico	4/28/85	496,474	6/27/85	Goodrich		Renewal due 4/28/05
ATN 5 0019 PE		Peru	4/21/85	19322	9/11/85	Rodrigo		Renewal due 9/11/05
ATN 5 0019 VE		Venezuela	8/22/87	(16958-87)	9/11/88	Hoet		Awaiting certificate; Renewal due 9/11/08
ATN 5 0019 ZA		S. Africa	4/7/85	95/4443	7/17/88	Kisch		Renewal due 4/7/05
ATN 5 0020	AQUALINE	U.S.	10/17/84	1,942,445	12/19/85		Detonating cord for explosives	§§ 8 & 15 due 12/18/01 Renewal due 12/19/05
ATN 5 0020 CA		Canada	2/3/85	485,700	10/17/87	Ridout		Renewal due 11/18/12

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appln. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0021	ENVIROSEIS	U.S.	3/6/95	2,044,844	3/11/97		Seismic explosives used in oil, gas, and mineral exploration	\$\$ 8 & 15 due 3/11/03; Renewal due 3/11/07
ATN 5 0021 AR		Argentina	4/11/95	1,588,109	1/11/98	Breuer		Renewal due 1/11/06
ATN 5 0021 BO		Bolivia	4/26/95	C-83090	3/11/97	Rojas		Renewal due 3/11/07
ATN 5 0021 CA		Canada	4/7/95	491,319	3/12/98	MacRae		Renewal due 3/12/13
ATN 5 0021 EC		Ecuador	4/5/95	1-297-97	3/3/97	Bermeo		Renewal due 3/3/07
ATN 5 0021 MX		Mexico	4/25/95	495475	8/27/95	Goodrich		Renewal due 4/28/05
ATN 5 0021 PE		Peru	1/21/00	005591	4/28/00	Rodrigo		Renewal due 4/28/10
ATN 5 0021 VE		Venezuela	7/17/95	(10303-85)	1/3/97	Hoet		Awaiting certificate; Renewal due 1/3/07
ATN 5 0022	HYDROX	U.S.	9/18/97	2,207,019	12/1/98		Explosives, namely, unsensitized emulsion/oxidizer	\$\$ 8 & 15 due 12/1/04; Renewal due 12/1/08
ATN 5 0022 AR		Argentina	3/23/00	(2,275,868)		Breuer		Opposition period expired
ATN 5 0022 BR		Brazil	3/27/00	(822088852)		Pinheiro		Power of attorney and company affidavit sent to associate 4/19/00
ATN 5 0022 UY		Uruguay	3/23/00	321,432	10/12/00	Barbat		Renewal due 10/12/10
ATN 5 0023	SCOTCH CORD	U.S.	9/18/97	2,270,242	8/17/99		Detonating cord	\$\$ 8 & 15 due 8/17/05; Renewal due 8/17/09
ATN 5 0023 CA		Canada	10/30/97	TMA530,806	8/8/00	Gowling		*CORD* disclaimed 8/8/98; Renewal due 8/8/15

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appn. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0024	TRIM LINE	U.S.	9/16/97	2,258,881	7/8/99		Detonating cord	§§ 8 & 15 due 7/8/05; Renewal due 7/8/09
ATN 5 0026	EMUTRENCH	U.S.	11/10/97	2,252,862	6/15/99		Explosive substances, namely an emulsifier water in oil mixture of various chemicals	§§ 8 & 15 due 6/15/05; Renewal due 6/15/09
ATN 5 0028 GT		Guatemala	N/A	(12600)		Arenales		Filing instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0028	3-D STAR	U.S.	10/8/98	2,320,813	2/22/00		Detonators for explosives used in seismic exploration	§§ 8 & 15 due 2/22/06; Renewal due 2/22/10
ATN 5 0030	ENVIROPRIME	U.S.	11/5/99	(75,841,324)			Biodegradable explosives	Approved for publication on 6/13/00
ATN 5 0030 AR		Argentina	3/31/00	(2,278,023)		Breuer		Opposition period expired
ATN 5 0030 BO		Bolivia	1/26/00	(00905)		Rojas		Filing instructions sent 1/15/00; filing particulars for U.S. application sent 3/16/00
ATN 5 030 EC		Ecuador	N/A	N/A		Beirneo		Filing instructions sent 4/26/01
ATN 5 0030 PE		Peru	N/A	N/A		Rodrigo		Filing instructions sent 1/15/00; filing particulars and certified copy of U.S. application sent 3/16/00

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AUSTIN POWDER COMPANY TRADEMARK PORTFOLIO (cont'd)

F&S DOCKET NO.	MARK	COUNTRY*	FILING DATE	REG. NO. (Appln. No.)	ISSUE DATE	FOREIGN ASSOCIATE	GOODS	COMMENTS
ATN 5 0033	AUSTIN	U.S.	3/21/00	(76/005,823)			Blasting products, including bulk and packaged explosives, detonators for cord, and detonator connecting blocks	Amendment & response filed 3/19/01
ATN 5 0033 BR		Brazil	8/3/00	(822494639)		Pinheiro		Certified copy of U.S. priority application sent 10/16/00
ATN 5 0033 GT		Guatemala	N/A	(12592)		Arenales		Filing Instructions sent 8/21/00; Power of attorney sent 10/16/00; application appears to be for AUSTIN POWDER
ATN 5 0033 UY		Uruguay	8/3/00	(324,981)		Barbat		Filing Instructions sent 7/2/00
ATN 5 0034	AUSTINITE	U.S.	8/2/00	(76/101,465)			Explosives	Response to Office Action due 9/8/01
ATN 5 0034 GT		Guatemala	N/A	(125940)		Arenales		Filing Instructions sent 8/21/00; Power of attorney sent 10/16/00
ATN 5 0035 GT	TIME STAR	Guatemala	N/A	(126160)		Arenales		Filing Instructions sent 8/21/00; Power of attorney sent 10/16/00

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U.S. and Foreign Filing for Detonator Packaging Invention of John Capers (7/16/01)

COUNTRY	DOCKET NO.	PATENT NO.	ISSUE DATE	FILING DATE	APPLN. NO.	ATTORNEYS	REMARKS
United States	ATN 2 025	5,873,455	2/23/99	11/25/97*	08/978,092	Fay, Sharpe	Next maintenance fee due between 2/23/02 and 8/23/02; expires 11/20/15; claims directed to individual casing.
United States	ATN 2 025-2	5,996,777	12/7/99	1/8/99*	09/226,362	Fay, Sharpe	Next maintenance fee due between 12/7/02 and 6/7/03; expires 11/20/15; claims directed to packaging comprising plurality of casings.
Australia	ATN 2 025 AU	708713	11/25/99	11/20/96**	11214/97	Spruson & Ferguson	1st annuity due 11/20/01; working required after 11/25/02; expires 11/20/16
Brazil	ATN 2 025 BR			11/20/96**	P19611630-7	Danneman Skensen Bigler & Ipanema Moreira	Instructions for responding to Office Action sent 6/25/01
Canada	ATN 2 025 CA	2,238,046	10/31/00	11/20/96**	2,238,046	Sim & McBurney	Expires 11/20/16; next maintenance fee due 11/20/01
Chile	ATN 2 025 CL			11/20/96	2045-96	Estudio Federico Villaseca	Pending opposition filed by Tec Harsein S.A.I.C.; response filed 7/30/98
Czech Republic	ATN 2 025 CZ			11/20/96**	PV1550-98	Kador & Partner	Examination requested 9/11/98
European	ATN 2 025 EP			11/20/96**	96 942 029 8	Kador & Partner	Examination requested; application published 11/9/98

COUNTRY	DOCKET NO.	PATENT NO.	ISSUE DATE	FILING DATE	APPLN. NO.	ATTORNEYS	REMARKS
Mexico	ATN 2 025 MX			11/20/96**	983976	Goodrich, Riquelme y Asociados	Amendment filed 8/16/99
Peru	ATN 2 025 PB			11/21/96††		Rodrigo, Elias & Medrano	Notice of Allowance issued 5/29/01
South Africa	ATN 2 025 ZA	969718	8/27/97	11/20/96	969718	John & Kernick	Annuitly due 11/20/00; patent expires 11/20/16.

* Effective filing date is November 20, 1995, filing date for original U.S. application.

** This is the filing date for the underlying PCT application.

† All member states of the European Patent Office have been designated (Austria, Belgium, Switzerland & Liechtenstein, Germany, Denmark, Spain, Finland, France, United Kingdom, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, and Sweden).

†† The actual filing date for this application currently is subject to dispute based on the date the Spanish translation was filed.

**U.S. and Foreign Filing for Shock Tube Connector Invention
of John Caspers and Goran Jilestig (7/16/01)**

COUNTRY	DOCKET NO.	PATENT NO.	ISSUE DATE	ATTORNEYS	FILING DATE	APPLN. NO.	REMARKS
United States	ATN 2 0004			Fay, Sharpe	3/2/99	09/260,818	Issue fee due 8/20/01; connector block claims
United States	ATN 2 0004-2			Fay, Sharpe	10/20/00	09/693,110	Amendment filed 7/3/01; divisional of 09/260,818; detonator claims
Argentina	ATN 2 0004 AR			G. Breuer	3/8/99	P99 01 00973	Response to Office Action filed 2/17/00
Argentina	ATN 2 0004 AR2			G. Breuer	2/17/00	P00 01 00668	Request for examination due 2/17/03; divisional of P99 01 00973; detonator claims
Canada	ATN 2 0004 CA			Sim & McBurney	3/4/99	2322653	Request for examination due 3/4/04
Chile	ATN 2 0004 CL			Estudio Federico Villaseca	3/8/99	418-99	Awaiting substantive examination
European Patent Office	ATN 2 0004 EP			Kador & Partners	3/4/99	99 917 303 2	Published 12/27/00
Hong Kong	ATN 2 0004 HK			Hastings & Co.	7/14/01	01104117.9	Extension of EPO application
Peru	ATN 2 0004 PE			Rodrigo, Elias & Medrano	3/3/99	01956	Awaiting substantive examination
South Africa	ATN 2 0004 ZA	99/1788	10/27/99	D.M. Kisch Inc.	3/5/99	99/1788	1st annual renewal fee due 3/5/02; expiration 3/5/19