

09-06-2001

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

1. Name of conveying party(ies):
Sheldahl, Inc.
1150 Sheldahl Road
Northfield, MN
9-4-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

2. Name and address of receiving party(ies):
Wells Fargo Bank Minnesota,
Wells Fargo Center
Sixth Street and Marquette Avenue
Minneapolis, MN 55479-0152

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other A National Banking Association

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: June 22, 2001

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)

4. Application number(s) or trademark number(s):
A. Trademark Application No(s). B. Trademark Registration No(s).

See Attached Schedule A See Attached Schedule A

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

Colleen M. Sarenpa
Faegre & Benson
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
Phone: 612-766-6822

6. Total number of applications and registrations involved: 20

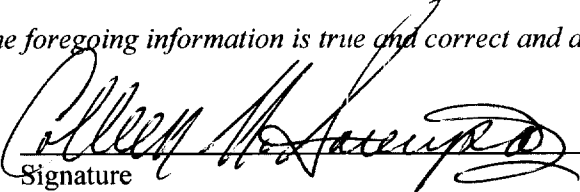
7. Total fee (37 CFR 3.41) \$515.00
 Enclosed via credit card payment
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

09/05/2001 LNUELLER 00000260 2446884
01 FC:481 40.00 OP
02 FC:482 475.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Colleen M. Sarenpa  August 8, 2001
Name of person signing Signature Date

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

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

SCHEDULE A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS**

REGISTRATIONS

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Comclad	2,446,884	04/24/01
Density Patch	1,934,475	11/07/95
Flexbase	1,364,477	10/08/85
Flexconnect	1,363,359	10/01/85
Flexswitch	1,360,514	09/17/85
Hingeflex	1,847,641	08/02/94
Novaclad	1,641,980	04/23/91
Novaflex	1,749,269	01/26/93
Novalink	1,851,062	08/23/94
Reelflex	2,042,247	03/04/97
Sheldahl	1,111,677	01/23/79
SS Sheldahl	1,111,790	01/23/79
Shelcoat	1,829,119	04/05/94
Viagrid	1,961,014	03/05/96
Viathin	2,327,679	03/14/00
Z-Link	1,698,839	07/07/92

APPLICATIONS

<u>Pending Mark</u>	<u>Filing Number</u>	<u>Filing Date</u>
Accentia	75/793,215	09/07/99
Comflex	75/693,420	04/29/99
Penclad	75/452,424	03/18/98
Thin Foil	75/788,909	08/31/99

MI:753345.02

TRADEMARK

REEL: 002362 FRAME: 0316

FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment, dated as of June 22, 2001, is made by SHELDAHL, INC., a Minnesota corporation whose address and principal place of business is 1150 Sheldahl Road, Northfield, Minnesota (the "Debtor"), to and for the benefit of WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, a national banking association, formerly known as Norwest Bank Minnesota, National Association, whose address and principal place of business is Wells Fargo Center, Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479-0152, as agent (in such capacity, together with any party which may become the successor agent under the Credit Agreement referred to below, the "Agent") for each of the financial institutions which are now or may hereafter become parties to the Credit Agreement referred to below (together with the Agent, collectively the "Lenders").

Recitals

The Debtor, the Agent, and the Lenders are parties to a Credit and Security Agreement dated as of June 19, 1998 (as amended to date and as may be hereafter further amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which the Lenders may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor. Capitalized terms used in these recitals have the meanings given to them in the Credit Agreement unless otherwise specified.

As a condition to making loans or other financial accommodations under the Credit Agreement or otherwise, the Lenders required the execution and delivery of a Patent and Trademark Security Agreement dated as of June 19, 1998 (the "Agreement").

The Debtor has since the date of the Agreement obtained additional patents and trademarks. The Debtor has requested the Agent and the Lenders to enter into a Ninth Amendment to the Credit Agreement of even date herewith. As a condition to doing so, the Lenders have required the Debtor to enter into this Amendment.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, Section 1 of the Agreement is hereby amended by adding or amending, as the case may be, the following definitions:

“First Amendment to Patent and Trademark Security Agreement” means the First Amendment to Patent and Trademark Security Agreement dated as of June 22, 2001.”

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without

limitation the right to sue for past, present and future infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A to the First Amendment to Patent and Trademark Security Agreement and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.”

“‘Trademarks’ means all of the Debtor’s right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past, present and future infringement, dilution and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B to the First Amendment to Patent and Trademark Security Agreement any divisions or renewals thereof or corresponding foreign trademark registrations and applications.”

2. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Patent and Trademark Security Agreement shall remain in full force and effect.

3. Conditions Precedent. This Amendment shall be effective when the Agent shall have received an executed original hereof.

4. Representations and Warranties. The Debtor hereby represents and warrants to the Lenders as follows:

(a) The Debtor has all requisite corporate power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by the Debtor and constitutes the legal, valid and binding obligation of the Debtor, enforceable in accordance with its terms.

(b) The execution, delivery and performance by the Debtor of this Amendment have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Debtor, or the articles of incorporation or by-laws of the Debtor, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Debtor is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in Section 3 of the Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

5. References. All references in the Agreement to "this Agreement" shall be deemed to refer to the Agreement as amended hereby; and any and all references in the Existing Security Documents or the Credit Agreement to the Patent and Trademark Security Agreement shall be deemed to refer to the Agreement as amended hereby.

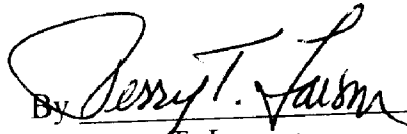
6. No Other Waiver. The execution of this Amendment and acceptance of any documents related hereto shall not be deemed to be a waiver of any Default or Event of Default under the Agreement or other document held by the Lenders, whether or not known to the Lenders and whether or not existing on the date of this Amendment.

7. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. A carbon, photographic or other reproduction of this Amendment or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Amendment shall be governed by the internal law of Minnesota without regard to conflicts of law provisions.

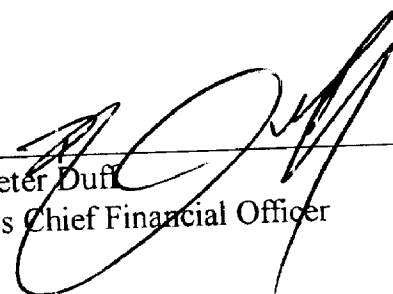
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AMENDMENT.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION

By 
Perry T. Larson
Its Vice President

SHELDAHL, INC.

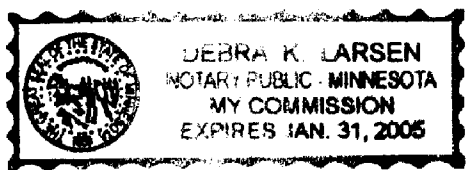
By 
Peter Duff
Its Chief Financial Officer

M1:753345.02

STATE OF Minnesota)

COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 20 day of June, 2001, by Peter Duff, the Chief Financial Officer of Sheldahl, Inc., a Minnesota corporation, on behalf of the corporation.



Debra K. Larsen
Notary Public

STATE OF Minnesota)

COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this ___ day of June, 2001, by Perry T. Larson, a Vice President of Wells Fargo Bank Minnesota, National Association, a national banking association, on behalf of the association.

Sharon K. Lewis-Vincent
Notary Public



M1:753345.02

Exhibit A to the First Amendment to
Patent and Trademark Security Agreement

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Method for manufacturing printed circuit board assembly.	6,226,862	5/8/01
Charge transfer load sensor	6,104,100	8/15/00
Metal-film laminate resistant to delamination	6,060,175	5/9/00
Programmable capacitive horn switch.	5,942,815	8/24/99
Heat sink structure comprising a microarray of thermal metal heat channels or vias in a polymeric or film layer.	5,930,117	7/27/99
Method of preparing adherent/coherent amorphous fluorocarbon coatings.	5,863,608	1/26/99
Metallized laminate material having ordered distribution of conductive through holes.	5,840,402	11/24/98
Flexible multilayer printed circuit boards and methods of manufacture.	5,800,650	9/1/98
Adherent film with low thermal impedance and high electrical impedance used in an electronic assembly with a heat sink.	5,798,171	8/25/98
Adherent film with low thermal impedance and high electrical impedance used in an electronic assembly with a heat sink.	5,766,740	6/16/98
Method of Manufacturing a Multilayer Electronic Circuit	5,727,310	3/17/98
Printed Circuit Assembly with Fine Pitch Flexible Printed Circuit Overlay Mounted to Printed Circuit Board	5,719,749	2/17/98
Printed Wiring Board with Photoimageable Dielectric Base Substrate and Method of Manufacture Therefor	5,709,979	1/20/98
Multilayer Electronic Circuit Having a Conductive Adhesive	5,688,584	11/18/97
Method for Interconnecting a Flip Chip to a Printed Circuit Substrate	5,615,477	04/01/97
Flexible Multilayer Printed Circuit Boards and Methods of Manufacture	5,527,998	06/18/96

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Method for Electrically and Mechanically Connecting at Least Two Conductive Layers	5,502,889	04/02/96
Metal-Film Laminate Resistant to Delamination	5,480,730	01/02/96
Rigid-Flexboard with Anisotropic Interconnect and Method of Manufacture	5,428,190	06/27/95
Metal-Film Laminate Resistant to Delamination	5,364,707	11/15/94
Direct Application of Unpackaged Integrated Circuit to Flexible Printed Circuit	5,349,500	09/20/94
Impedance Controlled Flexible Circuits With Fold-Over Shields	5,262,590	11/16/93
Direct Application of Unpackaged Integrated Circuit to Flexible Printed Circuit	5,261,593	11/16/93
Metal-Film Laminate Resistant to Delamination	5,137,791	08/11/92
Surface Mounted Components on Flex Circuits	5,133,118	07/28/92
Method of Making Metal-Film Laminate Resistant to Delamination	5,112,462	05/12/92
Rigid Flex Printed Circuit Configuration	5,004,639	04/02/91
Low Temperature Cure Having Single Component Conductive Adhesive	4,747,968	05/31/88
Method and Apparatus for Preparing Conductive Screened Through Holes Employing Metallic Plated Polymer Thick Films	4,747,211	05/31/88
Back Lighted, Full Travel Push Button Membrane Keyboard	4,489,227	12/18/84
Membrane Switch Having Adhesive Label As Edge Seal	4,397,082	08/09/83
Preparation of Photoconductive Film Using Radiation Curable Resin	4,383,020	05/10/83
Membrane Switch Having Adhesive Label as Edge Seal	4,375,018	02/22/83
Composite Top Membrane for Flat Panel Switch Arrays	4,258,096	03/24/81
Unidirectional Tape	4,215,516	08/05/80
Unwind Stand-Roll Brake	4,176,805	12/04/79

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Tactile Layer Having Hinged Dome	4,127,758	11/28/78
Tactile Touch Switch Panel	4,127,752	11/28/78
Routing Arrangement for Ground Conductors in Printed Circuit	4,127,740	11/28/78
Laminator Assembly	4,096,018	06/20/78
Alarm Indicator Circuit Using Indicator Lamps	4,024,521	05/17/77
Lateral Lens Arrangement for Solar Energy Conversion Devices	4,022,184	05/10/77
Punch Assembly for Film Products with Work Clamping Means	3,992,966	11/23/76
Connector for Flexible Circuitry	3,980,375	09/14/76
Radial Line Punch	3,973,453	08/10/76
Punch for Film Products Having Improved Slug Removal Facility	3,939,743	02/24/76

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Exhibit B to the First Amendment to
Patent and Trademark Security Agreement

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