

02-05-2002



Form PTO-1594
(Rev. 03/01)
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Tab settings ⇨ ⇨ ⇨

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

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

2-5-02

1. Name of conveying party(ies):
Quadion Corporation

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

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

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association
Internal
Address: _____
Street Address: 225 South Sixth Street
City: Minneapolis State: MN Zip: 55402

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

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 _____

Execution Date: January 10, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2317839

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter J. Rue
Internal Address: Briggs and Morgan, P.A.
2400 IDS Center
Street Address: 80 South Eighth Street
City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 1

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

Enclosed
 Authorized to be charged to deposit account (For deficiency only)

8. Deposit account number:
02-3732

(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.
Briggs and Morgan, P.A.
Peter J. Rue, Esq. By: [Signature] Date _____
Name of Person Signing Signature

Total number of pages including cover sheet, attachments, and document: 4

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

02/05/2002 GT0N11 00000219 2317839

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TRADEMARK
REEL: 002436 FRAME: 0483

ACKNOWLEDGMENT OF AND
AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS ACKNOWLEDGMENT OF AND AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Amendment"), dated as of January 10, 2002, acknowledges and amends that certain Collateral Assignment of Trademarks, dated as of November 2, 1994 (the "Collateral Assignment") between QUADION CORPORATION, a Minnesota corporation (the "Borrower") and U.S. BANK NATIONAL ASSOCIATION, formerly known as First Bank National Association, a national banking association (the "Bank"). Terms not otherwise expressly defined herein shall have the meanings set forth in the Collateral Assignment. The Collateral Assignment has been recorded with the United States Patent and Trademark Office, Reel 1262, Frames 385-403, for Trademarks assigned thereunder.

For value received, the Borrower and the Bank agree as follows:

ARTICLE I - AMENDMENTS TO THE COLLATERAL ASSIGNMENT

1.1 Recitations. The Credit Agreement, as defined in the first "Whereas" clause of the Collateral Assignment, has been amended and restated in the form of an Amended and Restated Credit Agreement, dated as of January 10, 2002, between the Borrower and the Bank. All references in the Collateral Assignment to:

- (a) the Credit Agreement, shall be deemed to refer to such Amended and Restated Loan and Security Agreement, as thereafter amended, modified, extended, renewed or replaced from time to time;
- (b) the "Banks" or "for the benefit of the Banks" and like references shall be deemed to refer to the Bank as the sole Bank and lender under the Credit Agreement; and
- (c) to the "Security Agreement" shall be deemed to refer to the Amended and Restated Loan and Security Agreement, which, *inter alia*, amends and restates the Security Agreement referred to in the Collateral Assignment.

1.2 Additional Trademarks. The additional Trademark or Trademarks listed on Exhibit A attached hereto are added to Exhibit A of the Collateral Assignment. The Borrower authorizes the Bank to file all statements necessary to record the Bank's collateral interest in such Trademark or Trademarks.

1.3 Construction. All references in the Collateral Assignment to "this Agreement," "herein" and similar references shall be deemed to refer to the Collateral Assignment as amended by this Amendment.

ARTICLE II – CONFIRMATION

The Borrower specifically confirms that: (a) the Collateral Assignment secures all obligations and liabilities of the Borrower under the Credit Agreement as amended and under each

Note issued thereunder and each other Loan Document, as defined therein (as thereafter amended, extended, renewed or replaced from time to time); and (b) the Collateral Assignment remains in full force and effect, enforceable against the Borrower in accordance with its terms.

ARTICLE III - GENERAL

3.1 Counterparts. This Amendment may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument.

3.2 Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

3.3 Law. This Amendment shall be a contract made under the laws of the State of Minnesota, which laws shall govern all the rights and duties hereunder.

3.4 Successors; Enforceability. This Amendment shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank. Except as hereby amended, the Collateral Assignment shall remain in full force and effect and is hereby ratified and confirmed in all respects.

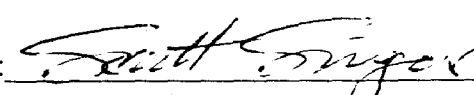
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first written above.

QUADION CORPORATION

By: 

Title: 

U.S. BANK NATIONAL ASSOCIATION

By: 

Title: Relationship Manager

Exhibit A

Trademarks

Title: QMR Plastics and Design of Q

Country: USA

Application No./ Filing Date: 75/454491 3/23/98

Issue No./Issue Date: 2317839 2/15/00

Class: 7, 40, 42