

05-02-2002

OMB No. 0651-0011 (exp. 4/94)



To the Honorable Commiss

102075161

hed original documents or copy thereof.

1. Name of conveying party(ies):
 Durex Products, Inc.
 112 1st Avenue West
 P.O. Box 354
 Luck, Wisconsin 54853
 4-18-02

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

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

2. Name and address of receiving party(ies)
 U.S. Bank National Association
 332 Minnesota Street MNSP12CB
 St. Paul , Minnesota 55101

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Amendment to Collateral Assignment of Trademarks

Execution Date: March 29, 2002

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 patent number(s):
 A. Trademark Application No.(s)

B.Trademark Registration No.(s)
 1,324,047 2,243,650

Additional numbers attached? Yes No

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

Name: Travis L. Bachman
 Internal Address: Dorsey & Whitney LLP

 Street Address: Suite 1500, 50 South Sixth Street

 City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41). \$65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 04-1420

(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.

Travis L. Bachman [Signature] 4/18/02
 Name of person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

05/01/2002 DBYRNE 00000101 1324047
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

BOX ASSIGNMENT
 Director - U.S. Patent and Trademark Office
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

This **AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS** (this "Amendment"), made and entered into as of March 29, 2002, is by and between DUREX PRODUCTS, INC., a Wisconsin corporation (the "Assignor"), and U.S. BANK NATIONAL ASSOCIATION, fka First Bank National Association, a national banking association (the "Assignee").

RECITALS

1. The Assignee and the Assignor entered into a Collateral Assignment of Trademarks dated as of December 5, 1994 (the "Collateral Assignment").
2. The Assignor has requested the Assignee to amend certain provisions of the Collateral Assignment, and the Assignee has agreed to make such amendments, subject to the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby covenant and agree to be bound as follows:

Section 1. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Collateral Assignment unless the context shall otherwise require.

Section 2. Amendments. Subject to Section 3 hereof, the Collateral Assignment is hereby amended as follows:

2.1 Exhibit A to the Collateral Assignment is hereby amended by adding the following trademarks to Section 1 thereto:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
DUR-X-VIBRASPAN	1,324,047	03-12-85
DUR-X-ZIPPER	2,243,650	05-04-99

2.2 Exhibit A to the Collateral Assignment is hereby further amended by adding the following trademarks to Section 2 thereto:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
DUR-X- ACCUSLOT	481,172	08-21-97
DUREX-CAMLIN AND DESIGN	466,641	11-29-96

Section 3. Effectiveness of Amendment. The amendment contained in Section 2 of this Amendment shall become effective upon delivery by the Assignor of this Amendment, duly executed by the Assignor.

Section 4. Representations, Warranties, Authority, No Adverse Claim.

4.1 Reassertion of Representations and Warranties. The Assignor hereby represents that on and as of the date hereof and after giving effect to this Amendment all of the representations and warranties contained in the Collateral Assignment are true, correct and complete in all respects as of the date hereof as though made on and as of such date, except for such changes to Exhibit A of the Collateral Assignment as have been communicated to the Assignee prior to the date of this Amendment.

4.2 Authority, No Conflict, No Consent Required. The Assignor represents and warrants that the Assignor has the power and legal right and authority to enter into the Amendment Documents and has duly authorized as appropriate the execution and delivery of the Amendment Documents and other agreements and documents executed and delivered by the Assignor in connection herewith or therewith by proper corporate action, and none of the Amendment Documents nor the agreements contained herein or therein contravene or constitute a default under any agreement, instrument or indenture to which the Assignor is a party or a signatory or a provision of the Assignor's Articles of Incorporation, Bylaws or any other agreement or requirement of law, or result in the imposition of any Lien on any of its property under any agreement binding on or applicable to the Assignor or any of its property except, if any, in favor of the Assignee. The Assignor represents and warrants that no consent, approval or authorization of or registration or declaration with any Person, including but not limited to any governmental authority, is required in connection with the execution and delivery by the Assignor of the Amendment Documents or other agreements and documents executed and delivered by the Assignor in connection therewith or the performance of obligations of the Assignor therein described, except for those which the Assignor has obtained or provided and as to which the Assignor has delivered certified copies of documents evidencing each such action to the Assignee.

4.3 No Adverse Claim. The Assignor warrants, acknowledges and agrees that no events have been taken place and no circumstances exist at the date hereof which would give the Assignor a basis to assert a defense, offset or counterclaim to any claim of the Assignee with

respect to the Assignor's obligations under the Collateral Assignment as amended by this Amendment.

Section 5. Affirmation of Collateral Assignment, Further References. The Assignee and the Assignor each acknowledge and affirm that the Collateral Assignment, as hereby amended, is hereby ratified and confirmed in all respects and all terms, conditions and provisions of the Collateral Assignment, except as amended by this Amendment, shall remain unmodified and in full force and effect. All references in any document or instrument to the Collateral Assignment are hereby amended and shall refer to the Collateral Assignment as amended by this Amendment.

Section 6. Merger and Integration, Superseding Effect. The Amendment Documents, from and after the date hereof, embody the entire agreement and understanding between the parties hereto and supersede and have merged into the Amendment Documents all prior oral and written agreements on the same subjects by and between the parties hereto with the effect that the Amendment Documents shall control with respect to the specific subjects hereof and thereof.

Section 7. Severability. Whenever possible, each provision of this Amendment and the other Amendment Documents and any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be interpreted in such manner as to be effective, valid and enforceable under the applicable law of any jurisdiction, but, if any provision of this Amendment, the other Amendment Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be held to be prohibited, invalid or unenforceable under the applicable law, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition, invalidity or unenforceability, without invalidating or rendering unenforceable the remainder of such provision or the remaining provisions of this Amendment, the other Amendment Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto in such jurisdiction, or affecting the effectiveness, validity or enforceability of such provision in any other jurisdiction.

Section 8. Successors. The Amendment Documents shall be binding upon the Assignor and the Assignee and their respective successors and assigns, and shall inure to the benefit of the Assignor and the Assignee and the successors and assigns of the Assignee.

Section 10. Headings. The headings of various sections of this Amendment have been inserted for reference only and shall not be deemed to be a part of this Amendment.

Section 11. Counterparts. The Amendment Documents may be executed in several counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document, and either party to the Amendment Documents may execute any such agreement by executing a counterpart of such agreement.

Section 12. Governing Law. THE AMENDMENT DOCUMENTS SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA,

**WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES THEREOF, BUT
GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS,
THEIR HOLDING COMPANIES AND THEIR AFFILIATES.**

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

ASSIGNOR:

DUREX PRODUCTS, INC.

By: Donald A Kelly

Name: Donald A Kelly

Title: CEO

ASSIGNEE:

U.S. BANK NATIONAL ASSOCIATION

By: Craig Hansen

Name: Craig Hansen

Title: Vice President

[SIGNATURE PAGE FOR AMENDMENT TO COLLATERAL ASSIGNMENT]