

06-19-2002



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

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

Tab settings

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

<p>1. Name of conveying party(ies):</p> <p>Dynisco Extrusion LLC <i>6-13-02</i></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Delaware limited liability company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Comerica Bank, as Agent</u>  Internal  Address: <u>One Detroit Center, 6th Floor</u>  Street Address: <u>500 Woodward Ave.</u>  City: <u>Detroit</u> State: <u>MI</u> Zip: <u>48275</u></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Michigan banking corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>1/1/01</u></p>			
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____  _____</p>		<p>B. Trademark Registration No.(s) <u>1,158,816</u>  <u>1,158,815</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Susan M. Kornfield</u>  Internal Address: <u>Bodman, Longley &amp; Dahling LLP</u>  _____  Street Address: <u>110 Miller, Suite 300</u>  _____  City: <u>Ann Arbor</u> State: <u>MI</u> Zip: <u>48104</u></p>		<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>\$65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account.</p> <p>8. Deposit account number:  <u>02-2880</u></p>	
<b>DO NOT USE THIS SPACE</b>			
<p>9. Signature.</p> <p>Susan M. Kornfield <u><i>Susan M. Kornfield/as</i></u> <u><i>6/12/02</i></u>  Name of Person Signing    Signature    Date</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">6</span></p>			

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

06/19/2002 TDI AZI 00000004 1158816

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

TRADEMARK REEL: 002528 FRAME: 0201

AGREEMENT  
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of January 1, 2001, between Dynisco Extrusion LLC, a Delaware limited liability company ("Company" and sometimes a "Debtor"), and Comerica Bank in its capacity as Agent for the Banks referred to below.

WITNESSETH

- a. WHEREAS, pursuant to that certain Credit Agreement dated as of November 8, 2000 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Borrowers and to provide for the issuance of Letters of Credit for the account of Borrowers, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and
- b. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and
- c. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, each of the Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the

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following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness (other than with respect to contingent indemnification obligations to the extent no claim has been asserted) and commitment (whether optional or obligatory) to extend any credit under the Credit Agreement has been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**DYNISCO EXTRUSION LLC**, a Delaware  
limited liability company

By: Dynisco Management LLC

Its: Manager

By: 

Name: LARRY GIES

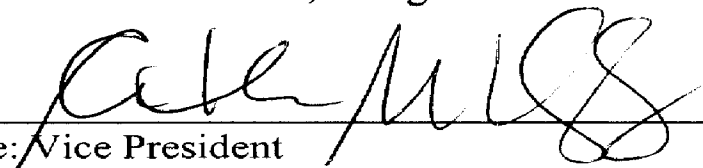
Its: Co-Manager

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

**COMERICA BANK, as Agent for the Banks**

By:  \_\_\_\_\_

Title: Vice President

Address: One Detroit Center  
6th Floor  
Detroit, MI 48275-3280

Attention: Metropolitan Loan Division F/Group  
Manager

Facsimile No: (313) 222-3503

*Registered Trademarks and Pending Applications*

Mark	Jurisdiction	Registration Number and Date
WE'RE PART OF THE PROCESS	United States	1,158,816; 6/30/81
BERINGER	United States	1,158,815; 6/30/81
BERINGER	European Community	117,622; 4/20/98

*Trademarks*

Beringer LLC  
 Beringer Co. Inc.  
 Beringer & Co. Inc.  
 Beringer Co.  
 Trafalgar House Inc.  
 Beringer Company Incorporated  
 Beringer Division, John Brown Inc.  
 Beringer Division, John Brown Plastics Machinery  
 Beringer Company, Inc.  
 C.J. Beringer Co.  
 Beringer Company