

05-09-2003

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



102445466

SHEET

5-903

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

<p>1. Name of Conveying party(ies) Deno Nobel Inc. <i>5-9-03</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Delaware</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: Nordea Bank Norge ASA</p> <p>Street Address: Middelthunsgate 17, P.O. Box 1166 Sentrum, Norway</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: NORWAY <input type="checkbox"/> Other: _____</p> <p>Additional name(s) & 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: February 28, 2001</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p><i>095099</i></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Registration No.(s) 095,099; 312,531; 343,615; 958,404; 958,405; 964,958; 1,007,846; 1,256,815; 1,419,938; 1,437,236; 1,454,140; 1,467,240; 1,470,604; 1,558,938; 1,639,026; 1,639,676; 1,660,748; 1,674,155; 1,725,450; 1,832,706; 1,871,249; 1,873,763; 1,878,579; 1,886,606; 1,890,490; 2,015,388; 2,059,213; 2,227,314; 2,383,728; 2,433,376</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Monique L. Ribando, Esq. King & Spalding LLP 1185 Avenue of the Americas New York, NY 10036-4003</p>	<p>6. Total number of applications and trademark registrations involved: 60</p> <p>7. Total fee (37 C.F.R. § 3.41): \$765</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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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.

Name: **Monique L. Ribando, Esq.** *Monique L. Ribando* Signature **May 8, 2003** Date

Total number of parts comprising cover sheet, attachment and document: **6**

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

05/12/2003 6TDM11 00000037 095099

01 FC:8521 40.00 OP
02 FC:8522 725.00 OP

EXECUTION COPY

AMENDED AND RESTATED
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
RELATING TO UNITED STATES TRADEMARKS AND PATENTS

Reference is made to the Collateral Assignment and Security Agreement Relating to United States Trademarks and Patents, dated as of February 28, 2001, made by Dyno Nobel Inc. in favor of Nordea Bank Norge ASA (formerly Christiania Bank og Kreditkasse ASA), as Security Trustee (the "*Existing IP Security Agreement*").

WHEREAS, the parties hereto have agreed to amend and restate the Existing IP Security Agreement as provided in this Agreement and confirm the grant of security under the Existing IP Security Agreement;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dyno Nobel Inc., a Delaware corporation (the "*Assignor*") with principal offices at Eleventh Floor Crossroads Tower, Salt Lake City, Utah 84144, hereby collaterally assigns and grants to Nordea Bank Norge ASA, as Security Trustee for certain lenders, with an address at Middelthunsgate 17, P.O. Box 1166 Sentrum, Norway (the "*Assignee*"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "*Marks*") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents and pending patent applications (the "*Patents*") set forth on Schedule B attached hereto, in each case together with (iii) all rights, benefits and privileges derived from, and all products, offspring, rents, issues, profits, returns, income and proceeds of and from, any and all of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

This collateral assignment and grant of security interest is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement by and between the Assignor and the Assignee, dated February 28, 2001, as amended and restated as of May 1, 2003 (as further amended, supplemented, modified or restated from time to time, the "*Security Agreement*"). Upon the satisfactory performance and payment in full of the Obligations, the Assignee shall, upon such satisfaction and payment, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Collateral Assignment and Security Interest.

This collateral assignment and grant of security interest has been made in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Collateral Assignment and Security Agreement as of the 1st day of May, 2003.

DYNO NOBEL INC., Assignor

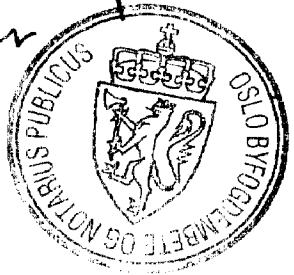
By: *[Signature]*
Name: ODD ARILD STEEN
Title: VP

NORDEA BANK NORGE ASA,
as Security Trustee, Assignee

By: *[Signature]*
Name: JAN RASMUSSEN
Title: SVP

The undersigned Notary Public hereby certifies that
Odd-Arild Steen and Jan Rasmussen
signed this document in my presence,
Oslo byfogd og notarius publicus, *30 April 2003*

Silje Sveinar
Notary Public
Silje Sveinar
Forstekonsulent



[Handwritten mark]

SCHEDULE A
to Amended and Restated Collateral Assignment and Security Agreement
Relating to United States Trademarks and Patents

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
IREMITE	1007846	04/01/75
IREMEX	1256815	11/08/83
BLASTEX	1419938	12/09/86
UNIMAX	1437236	04/21/87
IRECOAL	1454140	08/25/87
IRESPLIT	1470604	12/29/87
IREDET	1467240	12/01/87
SEISPULSE	1558938	10/03/89
POWERMITE	1660748	10/15/91
BLASTGEL	1832706	04/26/94
DYNOSEIS	1890490	04/18/95
DYNOFLO	1886606	03/28/95
DYNO	1873763	01/17/95
SNAPLINE	1871249	01/03/95
SNAPDET	1878579	02/14/95
DYNOSPLIT	2015388	11/12/96
UNIDET	2059213	05/06/97
DYNOLINE	2227314	03/02/99
ANFODET	958404	05/08/73
COALDET	958405	05/08/73
GELAMITE	312531	05/01/34
GELAPRIME	1639676	04/02/91
RED H	95099	02/13/14
SURF-A-SEIS	1639026	03/26/91
TAMPTITE	1725450	10/20/92
TITAN	1674155	02/04/92
UNIGEL	964958	07/31/73
VIBROGEL	343615	02/23/37
SEISX	2383728	09/05/00
DYNO GOLD	2433376	03/06/01

SCHEDULE B
to Amended and Restated Collateral Assignment and Security Agreement
Relating to United States Trademarks and Patents

Issued Patents

<u>Application #</u>	<u>Application Date</u>	<u>Patent #</u>	<u>Grant Date</u>
592528	03/23/84	4526633	07/02/85
597416	04/05/84	4548659	10/22/85
578177	02/08/84	4600450	07/15/86
578178	02/08/84	4600451	07/15/86
578179	02/08/84	4600452	07/15/86
777832	09/19/85	4632714	12/30/86
472721	03/07/83	4428784	01/31/84
512467	07/11/83	4474628	10/02/84
674275	11/23/84	4615752	10/07/86
875467	06/18/86	4678524	07/07/87
07/128, 096	12/03/87	4820361	04/11/89
257813	10/14/88	4867920	09/19/89
318768	03/03/89	4931110	06/05/90
759113	09/06/91	5182417	01/26/93
457085	12/26/89	5017251	05/21/91
496008	03/20/90	4960475	10/02/90
851114	03/16/92	5159153	10/27/92
615289	11/19/90	5076867	12/31/91
07/882, 377	05/06/92	5212341	05/18/93
171843	12/22/93	5490887	02/13/96
200819	02/22/94	5665935	09/09/97
201341	02/22/94	5670741	09/23/97
08/425, 859	04/20/95	5594196	01/14/97
08/222, 076	04/01/94	5423263	06/13/95
08/275, 411	07/15/94	5454891	10/03/95
08/381, 500	01/31/95	5608185	03/04/97
08/665, 863	06/19/96	5686685	11/11/97
08/899, 823	07/24/97	5907119	05/25/99
08/892, 127	07/14/97	5880399	03/09/99
09/021, 482	02/10/98	6022428	02/08/00
09/112, 213	07/09/98	6113715	09/05/00
09/432, 208	11/03/99	6220838	04/24/01
09/505, 841	02/17/00	6401588	06/11/02
09/851, 488	04/14/86	4664729	05/12/87
09/717, 271	11/22/00	6539870	04/01/03

Pending Patent Applications

<u>Application #</u>	<u>Application Date</u>
08/986, 150	12/05/97
09/472, 800	12/28/99
09/864,339	05/25/01
10/133,579	04/29/02
10/252,171	09/23/02

Monique L. Ribando
Direct Dial: 212/556-2352

mribando@kslaw.com

May 9, 2003

VIA HAND DELIVERY

Honorable Commissioner of Patents and Trademarks
United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
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Alexandria, VA 22313

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ASSIGNMENTS DIV

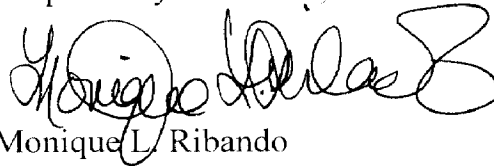
Re: Recordal of Security Interest in Trademarks from Dyno Nobel Inc.
to Nordea Bank Norge ASA

Dear Madam:

Enclosed for recordation is an Amended and Restated Collateral Assignment and Security Agreement Relating to United States Trademarks and Patents, with attached Schedules, from Dyno Nobel Inc. to Nordea Bank Norge ASA.

Also enclosed is the Trademark Recordation Form Cover Sheet and a Credit Card Payment Form in the amount of \$765.00 to cover the filing fee.

Respectfully submitted,



Monique L. Ribando

Encls.