

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stahl International B.V.		11/28/2003	COMPANY: NETHERLANDS

RECEIVING PARTY DATA

Name:	J.P. Morgan Europe Limited
Street Address:	125 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 5AJ
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2271796	CAMOTEX
Registration Number:	1542147	CORIACIDE
Registration Number:	2042663	CORIASTEL
Registration Number:	2063613	CORILENE
Registration Number:	2419534	CORIUMINE
Registration Number:	2065717	FLORENTIQUE
Registration Number:	1561709	INODERME
Registration Number:	1960041	LUSTRACIDE
Registration Number:	2710616	PERMAQUIRE
Registration Number:	2301519	PERMUTEX
Registration Number:	2035459	PERMUTHANE
Registration Number:	2611190	POLYMATTE
Registration Number:	2770678	POLYMATTE
Registration Number:	2419533	RENEKTAN
Registration Number:	2021648	STAHL

CH \$515.00 2271796

Registration Number:	2582670	SYNEKTAN
Registration Number:	2443014	TOROTEX
Registration Number:	2282812	UNIRES
Registration Number:	1405823	STAYTEX
Serial Number:	76234998	TITEKOTE

CORRESPONDENCE DATA

Fax Number: (212)425-5288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: tmdocketny@kenyon.com
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Address Line 2: Kenyon & Kenyon
Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 12561/2

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Gregg A. Paradise

Total Attachments: 13
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EXECUTION VERSION

GUARANTY AND COLLATERAL AGREEMENT

DATED AS OF NOVEMBER 28, 2003

made by

**STAHL NETHERLANDS B.V.
STAHL INTERNATIONAL B.V.
STAHL HOLLAND B.V.
STAHL (USA) INC.
as Grantors**

and

STAHL HOLDINGS B.V.

in favor of

**J.P. MORGAN EUROPE LIMITED
as Security Trustee**

ALLEN & OVERY
New York

**TRADEMARK
REEL: 002763 FRAME: 0078**

CONTENTS

Clause	Page
1. Defined Terms.....	2
2. Guaranty.....	7
3. Grant of Security Interest.....	11
4. Rights of Security Trustee and Limitations on Security Trustee's and Finance Parties' Obligations.....	12
5. Representations and Warranties.....	13
6. Covenants.....	16
7. The Security Trustee.....	22
8. Investment Property.....	23
9. Performance by Security Trustee of any Grantor's Obligations.....	25
10. Remedies.....	25
11. Registration Rights.....	26
12. Miscellaneous.....	27
Signatories.....	33
Schedules	
1. Contracts.....	35
2. Copyrights.....	36
3. Patents.....	37
4. U.S. Trademark Registrations and Trademark Applications.....	39
5. Pledged Notes.....	40
6. Pledged Stock.....	41
7. Locations of Inventory and Equipment.....	42
8. Jurisdiction of Incorporation and Location of Chief Executive Office.....	43
9. Filings Required to Perfect Security Interests.....	44
10. Form of Acknowledgement and Consent.....	49
11. Form of Assumption Agreement.....	50

GUARANTY AND COLLATERAL AGREEMENT dated as of November 28, 2003, made

BETWEEN:

- (1) **STAHL NETHERLANDS B.V. (Stahl Netherlands);**
- (2) **STAHL INTERNATIONAL B.V. and STAHL HOLLAND B.V. (the Intellectual Property Grantors);**
- (3) **STAHL (USA) INC. (together with Stahl Netherlands and the Intellectual Property Grantors and any other entity that becomes a party hereto as provided herein, the Grantors and each a Grantor);**
- (4) **STAHL HOLDINGS B.V. (the Parent); and**
- (5) **J.P. MORGAN EUROPE LIMITED** as security trustee (in such capacity, the **Security Trustee**) for the several banks and other financial institutions (the **Finance Parties**) from time to time parties to the Facilities Agreements (as defined below).

BACKGROUND:

- (A) Pursuant to:
 - (i) the Senior Facilities Agreement dated as of November 24, 2003 (as amended, supplemented or otherwise modified from time to time, the **Senior Facilities Agreement**) between, among others, Leather Luxembourg S.A., a company incorporated under the laws of the Grand Duchy of Luxembourg (the **Ultimate Parent**), Stahl Holdings B.V., a company incorporated under the laws of The Netherlands with limited liability (the **Parent**), Stahl Treasury B.V., Stahl (USA) Inc., Stahl Singapore Investments Pte. Ltd. and others as Borrowers (together, the **Senior Borrowers**), the banks and institutions referred to therein (the **Senior Lenders**), J.P. Morgan plc as Arranger, JPMorgan Chase Bank as Underwriter and J.P. Morgan Europe Limited as Agent and Security Trustee; and
 - (ii) the Mezzanine Facility Agreement dated as of November 24, 2003 (as amended, supplemented or otherwise modified from time to time, the **Mezzanine Facility Agreement**, together with the Senior Facilities Agreement, the **Facilities Agreements**) between, among others, the Ultimate Parent, the Parent, Stahl Netherlands as Borrower (the **Mezzanine Borrower**, together with the Senior Borrowers, the **Borrowers**), the persons referred to therein (the **Mezzanine Lenders**, together with the Senior Lenders, the **Lenders**), J.P. Morgan plc as Arranger, JPMorgan Chase Bank as Underwriter and J.P. Morgan Europe Limited as Agent and Security Trustee,

the Lenders have severally agreed to make loans to, and the Fronting Lender (as defined in the Senior Facilities Agreement) has agreed to issue, and certain of the Senior Lenders have agreed to participate in, letters of credit for the account of the Borrowers upon the terms and subject to the conditions set forth therein;

- (B) The proceeds of the extensions of credit under each of the Facilities Agreements will be used in part to enable the Borrowers to finance the Refinancing and associated costs and expenses;

- (C) The Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under each of the Facilities Agreements; and
- (D) It is a condition precedent to the obligations of the Lenders to make their respective loans to the Borrowers under each of the Facilities Agreements and the obligation of the Fronting Lender to issue, and certain Senior Lenders to participate in, letters of credit for the account of the Senior Borrowers under the Senior Facilities Agreement that the Grantors have executed and delivered this Guaranty and Collateral Agreement to the Security Trustee for the ratable benefit of the Finance Parties.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective loans to, and to issue or participate in letters of credit for the account of, the Borrowers each Grantor hereby agrees with the Security Trustee, for the ratable benefit of the Finance Parties, as follows:

1. DEFINED TERMS

1.1 Defined Terms

Unless otherwise defined herein or in the preamble or recitals hereto, terms which are defined in the Senior Facilities Agreement (whether before or after the Senior Discharge Date) and used herein are so used as so defined. The following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: **Certificated Security, Chattel Paper, Documents, Farm Products, Goods, Instruments and Inventory**. The following terms shall have the following meanings:

Accounts means all accounts receivable, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to any Grantor (including under any trade names, styles or divisions thereof) whether arising out of personal property owned or leased by it, Goods sold by it or services rendered by it or from any other transaction, whether or not the same involves the lease of personal property, sale of Goods or performance of services by such Grantor (including, without limitation, any such obligation which would be characterized as an account, general intangible or chattel paper under the Code) and all of such Grantor's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for Goods or services, and all of such Grantor's rights to any Goods represented by any of the foregoing (including returned or repossessed Goods) and all moneys due or to become due to such Grantor under all contracts for the sale of Goods and/or the performance of services by it (whether or not yet earned by performance), under any lease of personal property (to the extent the grant of such a security interest is permitted by applicable law and is not prohibited by such lease), or under any franchise agreement, or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the Proceeds of said purchase orders and contracts and rents under such leases, and all collateral security and guaranties of any kind given by any person with respect to any of the foregoing.

Agreement means this Guaranty and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

Assumption Agreement means an Assumption Agreement substantially in the form of Schedule 12 hereto.

Borrower Obligations means the collective reference to the unpaid principal of, and interest on each Drawing made under the Senior Facilities Agreements (and any reimbursement

Equipment means all machinery, equipment and furniture except Vehicles, now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter may acquire any right, title or interest and any and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed therein or affixed thereto, including, but not limited to, all equipment as defined in Clause 9-102(a)(33) of the Code.

Excluded Inventory means any Inventory in transit and any Inventory located outside of the United States.

Foreign Subsidiary means any Subsidiary of Stahl Netherlands organized under the laws of any jurisdiction outside the United States of America.

Foreign Subsidiary Voting Stock means the voting Capital Stock of any Foreign Subsidiary.

General Intangibles has the meaning given to it in the Code and includes, whether or not included in such meaning, any franchise agreements or rights in favor of or granted by any Grantor with respect to know-how, trade secrets, inventions, product or service development ideas and designs, advertising commercials, renderings, strategies and plans, blueprints, architectural drawings, site location, personnel and franchisee information, proprietary information, computer and software technology and programs, contracts with distributors, and any similar items, all interest rate, foreign currency or similar agreements and general intangibles attributable to the Capital Stock of each Subsidiary of Stahl Netherlands.

Guaranty means the guaranty contained in Clause 2 of this Agreement.

Guarantor Obligations means, with respect to each Guarantor, all obligations and liabilities of such Guarantor which may arise under, out of, or in connection with this Agreement (including, without limitation, Clause 2) or any other Finance Document to which such Guarantor is a party, in each case whether on account of guaranty obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Security Trustee or to any other Finance Party that are required to be paid by such Guarantor pursuant to the terms of any of the foregoing agreements).

Guarantors means, collectively, each Grantor other than (a) Stahl Netherlands and the Intellectual Property Grantors and (b) any other Grantor not organized in a State of the United States of America.

Insurances means, as to any Grantor, all present and future contracts or policies or insurance (other than life assurance policies) taken out by such Grantor or in which such Grantor from time to time has an interest.

Intellectual Property Collateral means the collective reference to all rights, priorities and privileges relating to intellectual property, including, without limitation, to all Intellectual Property Rights, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) and the Trademark Licenses owned by the Intellectual Property Grantors, and all rights to sue at law or in equity for any infringement or other impairment thereof, including, without limitation, the right to receive all proceeds and damages therefrom.

Intellectual Property Grantor Obligations means, with respect to each of the Intellectual Property Grantors, all obligations and liabilities of such Intellectual Property Grantor which may arise under or in connection with this Agreement or any other Finance Document to which such Intellectual Property Grantor is a party, whether on account of guaranty obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Security Trustee or to any other Finance Party that are required to be paid by such Intellectual Property Grantor pursuant to the terms of the foregoing agreements).

Intercreditor Agreement means the intercreditor agreement dated November 24, 2003 between, among others, the Security Trustee and the Parent.

Investment Property means (a) all "investment property" as such term is defined in Clause 9-102(a)(49) of the Code (other than any Capital Stock of any Foreign Subsidiary excluded from the definition of Pledged Stock) and (b) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

Issuers means (a) the companies identified on Schedule 5 hereto as the issuers of the Pledged Notes, (b) the companies identified on Schedule 6 hereto as the issuers of the Pledged Stock, (c) any other Subsidiaries of Stahl Netherlands created or acquired after the date hereof the equity of which is required to be pledged by this Agreement or clause 10.2(f) of the Senior Facilities Agreement or clause 10.2(f) of the Mezzanine Facility Agreement and (d) any other issuer of any Investment Property issued to any Grantor; individually, each an Issuer.

License means any Copyright License, Patent License or Trademark License.

Obligations means (i) in the case of any Grantor that is or becomes a Borrower, the Borrower Obligations with respect to such Borrower, (ii) in the case of each Guarantor (including, without limitation, for the avoidance of doubt, any Grantor that is or becomes a Borrower in its capacity as a Guarantor), its Guarantor Obligations, (iii) in the case of Stahl Netherlands, the Stahl Netherlands Obligations and (iv) in the case of the Intellectual Property Grantors, the Intellectual Property Grantor Obligations.

Patent License means any agreement, consent or permission providing for the grant by or to any Grantor of any right under a Patent.

Patents means (a) all letters patent of the United States or any other country or territory (with respect to the Intellectual Property Grantors, all letters patent arising under the laws of the United States only) and all renewals, reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule 3 hereto, (b) all applications for letters patent of the United States or any other country or territory (with respect to the Intellectual Property Grantors, all applications for letters patent arising under the laws of the United States only) and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 3 hereto, and (c) all unpatented inventions, discoveries and technologies.

Pledged Notes means all promissory notes listed on Schedule 5 hereto, and, if requested by the Security Trustee, any other promissory note issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by such Grantor (other than to a Subsidiary of such Grantor) in the ordinary course of business and Undelivered Notes).

Pledged Stock means the shares of Capital Stock listed on Schedule 6 hereto, together with all stock certificates, options or rights of any nature whatsoever that may be issued or granted

\$500,000 by book value may be kept, as such Schedule may be amended or supplemented from time to time pursuant to Clause 6(p) hereof. No Inventory in excess of \$2,000,000 by book value is kept outside of the United States.

- (g) **Equipment.** Set forth on Schedule 7 is a true and correct list of all locations in which Equipment pledged by such Grantor in excess of \$500,000 by book value may be kept, as such Schedule may be amended or supplemented from time to time pursuant to Clause 6(p) hereof.
- (h) **Jurisdiction of Organization; Chief Executive Office.** With respect to each Grantor, on the date hereof, such Grantor's jurisdiction of organization, identification number from the jurisdiction of organization (if any), the location of such Grantor's chief executive office or sole place of business and books and records are specified on Schedule 8 hereto. Such Grantor has furnished to the Security Trustee a certified charter, certificate of incorporation or other organization document and a long-form good standing certificate (if available from such Grantor's jurisdiction of organization) as of a date which is recent to the date hereof.
- (i) **Farm Products.** None of the Collateral pledged by such Grantor constitutes, or is the Proceeds of, Farm Products.
- (j) **Investment Property.** The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares or interests of all classes of the Capital Stock of each domestic Stock Issuer owned by such Grantor and 66 per cent. of the total outstanding voting Capital Stock of each foreign Stock Issuer owned by such Grantor. All the shares of the Pledged Stock pledged by such Grantor hereunder have been duly and validly issued and are fully paid and non-assessable. To the best knowledge of such Grantor, each of the Pledged Notes pledged by such Grantor hereunder constitutes a valid and legally enforceable obligation of the other obligor in respect thereof or parties thereto, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally. Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other person, except for the Lien created by this Agreement and Permitted Encumbrances.
- (k) **Patents, Trademarks and Copyrights.** With respect to each Grantor other than Stahl Netherlands, Schedule 3 hereto includes and identifies all Patents owned by such Grantor in its own name as of the date hereof; Schedule 4 hereto includes and identifies all Trademarks owned by such Grantor in its own name as of the date hereof; and Schedule 2 hereto includes and identifies all Copyrights in which each Grantor has any colorable claim of ownership as of the date hereof. Except as set forth on Schedule 3 or Schedule 4 hereto and except as would not, individually or in the aggregate, have a Material Adverse Effect, each Patent, Copyright and Trademark set forth therein is fully valid, subsisting, unexpired, enforceable and in full force and effect and has not been abandoned or fallen into the public domain. No holding, decision or judgment has been rendered by any Government Entity with respect to any such Patent, Copyright or Trademark rendering such Patent, Copyright or Trademark invalid or unenforceable which would have a Material Adverse Effect and to its knowledge no party has alleged such invalidity or unenforceability. Except as set forth on Schedule 3 or Schedule 4 hereto, no action or proceeding is pending or, to the knowledge of such Grantor, threatened (i) seeking to limit, cancel or render invalid or unenforceable any such Patent, Copyright or Trademark or such Grantor's

sole and exclusive ownership thereof which would have a Material Adverse Effect, or (ii) which, if adversely determined, would have a material adverse effect on the value of any such Patent, Copyright or Trademark. To the knowledge of each Grantor, such Grantor's use in connection with its business of each Patent, Copyright or Trademark owned by it does not violate, infringe, misappropriate, dilute or impair the intellectual property rights of any third party. To each Grantor's knowledge, no third party is violating, infringing, misappropriating, diluting or impairing any of its Patents, Copyrights or Trademarks.

6. COVENANTS

Each Grantor covenants and agrees with the Security Trustee and the other Finance Parties that, from and after the date of this Agreement until the Obligations are paid in full, the Commitments under the Senior Facilities Agreement and the Commitments under and as defined in the Mezzanine Facility Agreement are terminated and either no Letters of Credit are outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the satisfaction of the Security Trustee:

- (a) **Facilities Agreement Undertakings.** Such Grantor will comply with the provisions of clauses 10 and 11 of the Senior Facilities Agreement and clauses 10 and 11 of the Mezzanine Facility Agreement (as if the same were set out in this Agreement *mutatis mutandis*) to the extent that such provisions are expressed to be binding on such Grantor (whether in the capacity of an Obligor or as a Subsidiary of an Obligor) or are matters to be procured by an Obligor or any of its Subsidiaries in relation to such Grantor (in whatever capacity).
- (b) **Further Documentation; Pledge of Instruments and Chattel Paper.**
 - (i) At any time and from time to time, upon the written request of the Security Trustee, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Security Trustee may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (A) the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby and (B) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking actions necessary to enable the Security Trustee to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto; provided that, in the absence of an Event of Default which is continuing, none of the foregoing provisions of this clause shall authorize the Security Trustee to require any Grantor to take any action which is expressly excluded by the other terms of the Finance Documents. Each Grantor also hereby authorizes the Security Trustee to file (after written notice to Stahl Netherlands) any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, provided that any failure to give any such notice shall not affect the validity or effectiveness of any such filing. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.
 - (ii) If any amounts payable under or in connection with any of the Collateral of any Grantor having a face value in excess of \$1,000,000 in the aggregate at any one time outstanding shall be or become evidenced by any Instrument,

SIGNATORIES

Grantors

STAHL NETHERLANDS B.V.

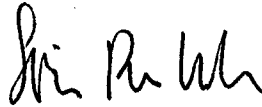
By:



Name: Sören Prosser-Velder
Title: pursuant to power of attorney

STAHL INTERNATIONAL B.V.

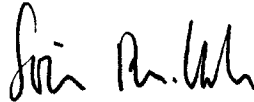
By:



Name: Sören Prosser-Velder
Title: pursuant to power of attorney

STAHL HOLLAND B.V.

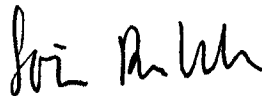
By:



Name: Sören Prosser-Velder
Title: pursuant to power of attorney

STAHL (USA) INC.

By:




Name: Sören Prosser-Velder
Title: pursuant to power of attorney

Parent

STAHL HOLDINGS B.V.

By:



Name: Sören Prosser-Velder
Title: pursuant to power of attorney

Security Trustee

J.P. MORGAN EUROPE LIMITED
as Security Trustee for the Finance Parties

By: 

Name: **ROGER KEAN**
Title: **V.P.**

SCHEDULE 3**PATENTS****Grantor:** Stahl International B.V.

Brief Title	Jurisdiction	Application No.	Patent No.
Aqueous dispersion of a polyurethane containing blocked reactive sites	United States of America	09/857.005	6,544,592 B1
Process for the preparation of anionic aqueous polymer dispersions containing no volatile tertiary amine, obtained dispersion and coating resulting from said dispersion	United States of America	09/857.006	
Process for the preparation of an aqueous dispersion of an anionic polyurethane free of volatile tertiary amines	United States of America	09/857.004	6,599,977 B1
Heat curable systems for high solids and solvent free applications	United States of America		
Aqueous-based urethane coating compositions	United States of America		4657964 Expiry Date – 3/07/2005

Grantor: Stahl Holland B.V.

Brief Title	Jurisdiction	Application No.	Patent No.
Multifunctional Water-Dispersible Crosslinking Agents	United States of America		5,258,481
Process for the Preparation of a Coagulated Material	United States of America		4,886,702

SCHEDULE 4

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor: Stahl International B.V.

	Trademark	Jurisdiction	Application No.	Registration No.	Filing Date	Registration Date
1.	CAMOTEX	USA	75/444,154	2,271,796	4th March, 1998	24th August, 1999
2.	CORIACIDE	USA	73/720,165	1,542,147	1st April, 1998	6th June, 1989
3.	CORIASTEL	USA	74/628,730	2,042,663	2nd February, 1995	11th March, 1997
4.	CORILENE	USA	74/488,560	2,063,613	9th February, 1994	20th May, 1997
5.	CORIUMINE	USA	75/444,153	2,419,534	4th March, 1998	9th January, 2001
6.	FLORENTIQUE	USA	74/706,111	2,065,717	26th July, 1995	27th May, 1997
7.	INODERME	USA	73/720,163	1,561,709	1st April, 1998	24th October, 1989
8.	LUSTRACIDE	USA	74/628,729	1,960,041	2nd February, 1995	5th March, 1996
9.	PERMAQURE	USA	76/256,658	2,710,616	14th May, 2001	29th April, 2003
10.	PERMUTEX	USA	75/444,151	2,301,519	4th March, 1998	21st December, 1999
11.	PERMUTHANE	USA	75/058,731	2,035,459	15th February, 1996	4th February, 1997
12.	POLYMATTE	USA	75/783,495	2,611,190	24th August, 1999	27th August, 2002
13.	POLYMATTE	USA	76/190,325	2,770,678	4th January, 2001	7th October, 2003
14.	RENEKTAN	USA	75/444,152	2,419,533	4th March, 1998	9th January, 2001
15.	STAHL	USA	74/609,651	2,021,648	12th December, 1994	10th December, 1996
16.	SYNEKTAN	USA	75/590,217	2,582,670	17th November, 1998	
17.	TITEKOTE	USA	76/234,998		3rd April, 2001	
18.	TOROTEX	USA	75/444,155	2,443,014	4th March, 1998	10th April, 2001
19.	UNIRES	USA	75/445,424	2,282,812	4th March, 1998	5th October, 1999
20.	STAYTEX	USA		1,405,823		19th August, 1986
21.	TIGER HEAD DESIGN	USA	62/72,141,367	7,652,769	2nd April, 1962	30th March, 1964