

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dynisco LLC		09/01/2004	Limited Liability Company: DELAWARE
Alpha Technologies Services, Inc.		09/01/2004	CORPORATION: DELAWARE
Alpha U.K. Holdings, L.P. I		09/01/2004	LIMITED PARTNERSHIP: DELAWARE
Alpha U.K. Holdings, L.P. II		09/01/2004	LIMITED PARTNERSHIP: DELAWARE
Alpha U.K. Holdings Corp.		09/01/2004	CORPORATION: DELAWARE
Dynisco JP LLC		09/01/2004	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive, Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1561964	MDR 2000
Registration Number:	1608950	MOONEY MV 2000
Registration Number:	2745622	PERMASEAL
Registration Number:	1842800	RPA 2000

**CORRESPONDENCE DATA**

Fax Number: (312)863-7809  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ian.hathaway@goldbergkohn.com

OP \$115.00 1561964

Correspondent Name: Ian Hathaway  
Address Line 1: 55 East Monroe Street, Suite 3700  
Address Line 2: Goldberg, Kohn, et al  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

3972.039

NAME OF SUBMITTER:

Ian Hathaway

Total Attachments: 11

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**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 1<sup>st</sup> day of September, 2004, by and among Dynisco LLC, a Delaware limited liability company ("Dynisco LLC"), Alpha Technologies Services, Inc., a Delaware corporation ("Alpha Technologies"), Alpha U.K. Holdings, L.P. I, a Delaware limited partnership ("L.P. I"), Alpha U.K. Holdings, L.P. II, a Delaware limited partnership ("L.P. II"), Alpha U.K. Holdings Corp., a Delaware corporation ("U.K. Holdings"), Dynisco JP LLC, a Delaware limited liability company ("Dynisco Japan"; and together with Dynisco LLC, Alpha Technologies, L.P. I, L.P. II and U.K. Holdings, individually a "Debtor" and collectively "Debtors"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith by and among Dynisco Enterprises, LLC, Dynisco LLC, Dynisco Instruments LLC, Dynisco Polymer Test, Inc., Dynisco Extrusion LLC and Alpha Technologies Services, Inc. (each individually a "Borrower" and collectively, "Borrowers"), Agent, and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrowers;

WHEREAS, U.K. Holdings, L.P. I, L.P. II and Dynisco Japan are Subsidiaries of Borrowers and have guaranteed the Obligations of Borrowers; and

WHEREAS, a certain Security Agreement of dated as of July 12, 2004 among Agent, Borrowers, Debtors and certain affiliates of Borrowers and Debtors (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in, among other things, substantially all of each Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their

entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Debtor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in such Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions, including, without limitation, the issued patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), including, without limitation, the trademark registrations and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of such Debtor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, each Debtor hereby assigns, transfers and conveys, effective upon

notice from Agent to Debtor after the occurrence and during the continuance of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to any Debtor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the United States and foreign issued patents, issued copyrights and registered trademarks, and all of the federal applications therefor now owned by each Debtor. Each Debtor shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued, registered or applied for by such Debtor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT EACH DEBTOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN

OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DYNISCO LLC

By: Raymond J. Bartlett  
Title: \_\_\_\_\_

ALPHA TECHNOLOGIES SERVICES, INC.

By: Raymond J. Bartlett  
Title: \_\_\_\_\_

ALPHA U.K. HOLDINGS CORP.

By: Raymond J. Bartlett  
Title: \_\_\_\_\_

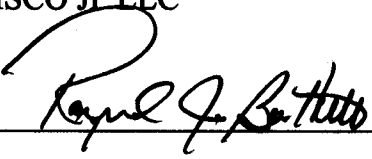
ALPHA U.K. HOLDINGS, L.P. I,  
by Alpha U.K. Holdings Corp., its general manager

By: Raymond J. Bartlett  
Title: \_\_\_\_\_

ALPHA U.K. HOLDINGS, L.P. II,  
by Alpha U.K. Holdings Corp., its general manager

By: Raymond J. Bartlett  
Title: \_\_\_\_\_

DYNISCO JP LLC

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



Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,  
as Agent

By: David Uberg  
Title: Director

**SCHEDULE A TO PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

**A. PATENTS**

**U.S. Patents**

<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Constant-Volume Sample Cutter	731687	5/8/1985	4664004	5/12/1987
Testing of Viscoelastic Materials	7583736	9/17/1990	5079956	1/14/1992
Method and Apparatus for Rheological Testing	104611	10/5/1987	4794788	1/3/1989
Automation of Test Instruments	872205	4/23/1992	5309768	5/10/1994
Instrument and Method for Viscoelasticity Measurements	872374	4/23/1992	5311767	5/17/1994
Method and Instrument for Viscoelastic Measurements	335289	11/7/1994	5481903	1/9/1996
Method and Apparatus for Sealing Test Materials	270266	3/15/1999	6336357	1/8/2002
Method and Apparatus for Measuring Viscous Heating of Viscoelastic Materials	234768	01/21/99	6164818	12/16/00
Apparatus and Method for Extracting a Sample from a Strip of Material	944725	8/31/2001		
Sealless Die Assembly for Viscoelastic Measuring Apparatus	399622	09/20/99		
Measurement Transducer for Small Torques in Form of Rim Linked to Hub by Spokes with Measurement Instruments on Spokes	714722	11/16/00		

**Foreign Patents**

<u>Country</u>	<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Europe	Testing of Viscoelastic Materials	90870151.9	9/17/1990	EP0419440	6/14/1995
Germany	Multifunction Processability Testing Method and Apparatus	84870125.6	9/4/1984	3477965	4/26/1989
Germany	Automation of Test Instruments	DE69221197	4/23/1992	69221197.7	7/30/1997
Germany	Testing of Viscoelastic Materials	90870151.9	9/17/1990	69020078.1	6/14/1995

<u>Country</u>	<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Germany	Measurement Transducer for Small Torques in Form of Rim Linked to Hub by Spokes with Measurement Instruments on Spokes	DE10156346	11/16/01		
Germany	Instrument and Method for Viscoelasticity Measurements	DE69214001	04/23/92	DE69214001	03/20/97
Germany	Method and Instrument for Viscoelastic Measurements	69433612	11/3/94	DE69433612	4//22/04
Italy	Automation of Test Instruments	92870063.2	4/23/1992	EP0511189	7/30/1997
Italy	Testing of Viscoelastic Materials	90870151.9	9/17/1990	EP0419440	6/14/1995
Italy	Instrument and Method for Viscoelasticity Measurements	EP92870064	4/23/92	EP511190	9/26/96
Italy	Method and Instrument for Viscoelastic Measurements	EP9323544	11/15/93	EP653618	3/17/04
Japan	Automation of Test Instruments	106496/92	4/24/1992	3373864	11/22/2002
Japan	Instrument and Method for Viscoelasticity Measurements	106497/92	4/24/1992	3151292	1/19/2001
Japan	Method and Instrument for Viscoelastic Measurements	270956/94	11/4/1994	3224956	8/24/2001
Japan	Measurement Transducer for Small Torques in /form of Rim Linked to Hub by Spokes with Measurement Instruments on Spokes	2001351562	11/16/01		
Japan	Multifunction Processability Testing Method and Apparatus	84186247	9/5/84	94012327	2/16/94
Japan	Method and Apparatus for Rheological Testing	88249183	10/4/88	2735583	4/2/98
Rep. of Korea	Method and Apparatus for Rheological Testing	12936	10/4/88	9102648	4/27/91
Rep. of Korea	Method and Instrument for Viscoelastic Measurements	9429009	11/5/94	159582	5/1/99
Hong Kong	Automation of Test Instruments	100716	1/27/98	1001739	7/3/98
U.K.	Multifunction Processability Testing Method and Apparatus	84870125.6	9/4/1984	EP0136994	4/26/1989
U.K.	Automation of Test Instruments	92870063.2	4/23/1992	EP0511189	7/30/1997

<u>Country</u>	<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
U.K.	Testing of Viscoelastic Materials	90870151.9	9/17/1990	EP0419440	6/14/1995
U.K.	Instrument and Method for Viscoelasticity Measurements	GB19910008961	4/26/91	910008961	6/12/91
U.K.	Method and Instrument for Viscoelastic Measurements	9323544	11/15/93	9323544	1/5/94
Australia	Multifunction Processability Testing Method and Apparatus	8432739	9/5/94	569321	1/28/88
Brazil	Multifunction Processability Testing Method and Apparatus	8404434	9/5/84	8404434	7/30/85
Canada	Multifunction Processability Testing Method and Apparatus	462500	9/5/84	1215854	12/30/86
Spain	Automation of Test Instruments	EP92870063	4/23/92	2104885	10/16/97
Spain	Instrument and Method for Viscoelasticity Measurements	EP92870064	4/23/92	2092670	12/1/96
Austria	Method and Instrument for Viscoelastic Measurements	EP94870172	11/3/94	262168	4/15/04

## B. COPYRIGHTS

### U.S. Copyrights

<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>
RPA 2000 FOR WINDOWS NT	TX 5-000-887	02-Feb-1999

### Foreign Copyrights

None.

## C. TRADEMARKS

### U.S. Trademarks

<u>Name</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MDR 2000	73/779305	2/7/1989	1561964	10/24/1989
MOONEY MV 2000	74/003481	11/20/1989	1608950	8/7/1990
PERMASEAL	75/942818	3/13/2000	2745622	8/5/2003
RPA 2000	74/428695	8/26/1993	1842800	7/5/1994

## Foreign Trademarks

<u>Country</u>	<u>Trademark Name</u>	<u>App #</u>	<u>File Date</u>	<u>Reg #</u>	<u>Reg Date</u>
France	PERMASEAL	00/3049981	9/6/2000	3049981	4/20/2001
Benelux	COMPOUND	796524	4/21/93	533261	4/21/1993
Benelux	DAISY	796521	4/21/93	533258	4/21/1993
Benelux	ECLIPSE & logo	796525	4/21/93	534169	4/21/1993
Benelux	ECLIPSE	796523	4/21/93	533260	4/21/1993
Benelux	LABFILER	796522	4/21/93	533259	4/21/1993
Germany	ECLIPSE	303417072	8/18/03	30341707	1/13/2004
Int'l	ECLIPSE & logo	Priority Appln. In Benelux No. 534169	4/21/93	610876	10/13/93
Germany	PERMASEAL	30068629.3/07	9/13/2000	30068629	2/2/2001
Italy	PERMASEAL	98412000MI	9/5/2000		
U.K.	PERMASEAL	2243952	8/30/2000	2243952	4/6/2001