

RECORD
TF

07-22-2004

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



b settings 2 2 2

102796816

To the Honorable Commissioner of Patents at

original documents or copy thereof.

Name of conveying party(ies):

72004

International Fiber Corporation

Individual(s)

☐ Association

General Partnership

☐ Limited Partnership

X Corporation-State DE

Other

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

Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: June 25, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as agent

Internal Address:

Street Address: 311 S. Wacker Dr.

City: Chicago State: IL ZIP: 60606

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State DE

☐ Other

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

0424 905

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$190.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

07/21/2004 INETACHE 00000007 0424385

DO NOT USE THIS SPACE

01 FC:8521

40.00 OP

02 FC:8522

150.00 OP

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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK
REEL: 003010 FRAME: 0631

Continuation
Item 7

Schedule 1

U.S. TRADEMARKS

Mark	Country	Reg. No.	Reg. Date
CELLUFLOC <i>CELLUFLOC</i>	U.S.	0,424,905	10/29/46
CHESEMUL	U.S.	1,539,898	5/23/89
FLO-AM	U.S.	1,456,699	9/8/87
JUST FIBER	U.S.	1,545,931	7/4/89
KEYCEL	U.S.	1,337,034	5/21/85
NUTRAFIBER	U.S.	1,779,419	6/29/93
SOLKA-FLOC	U.S.	0,443,289	8/23/49

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Trial Agreement between Danisco Sugar AB ("DSAB") and International Fiber Corporation ("IFC"), dated June 16, 2002 (granting IFC the right to use DSAB's trademark "FIBREX" to market and sell DSAB's fiber product from sugar beets in the United States and Canada.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 25, 2004, is between International Fiber Corporation, a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

W I T N E S S E T H:

WHEREAS, Debtor has entered into a Borrower Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

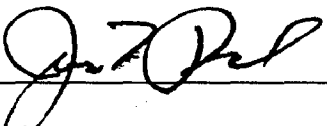
associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 25th day of June, 2004.

INTERNATIONAL FIBER CORPORATION

By: 
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 25th day of June, 2004.

INTERNATIONAL FIBER CORPORATION

By: _____

Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By:  _____

Title: Director

Schedule 1

U.S. TRADEMARKS

Mark	Country	Reg. No.	Reg. Date
CELLUFLOC <i>CELLUFLOC</i>	U.S.	0,424,905	10/29/46
CHESEMUL	U.S.	1,539,898	5/23/89
FLO-AM	U.S.	1,456,699	9/8/87
JUST FIBER	U.S.	1,545,931	7/4/89
KEYCEL	U.S.	1,337,034	5/21/85
NUTRAFIBER	U.S.	1,779,419	6/29/93
SOLKA-FLOC	U.S.	0,443,289	8/23/49

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Trial Agreement between Danisco Sugar AB ("DSAB") and International Fiber Corporation ("IFC"), dated June 16, 2002 (granting IFC the right to use DSAB's trademark "FIBREX" to market and sell DSAB's fiber product from sugar beets in the United States and Canada.