

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spaulding Composites, Inc.		02/10/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BankNorth, N.A.
Street Address:	7 New England Executive Park
Internal Address:	Tenth Floor
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	Bank:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0822607	ARMITE
Registration Number:	0833851	FILAWOUND
Registration Number:	0833852	SPAULDING
Registration Number:	0822189	SPAULDITE
Registration Number:	0857830	STRATOCLAD
Registration Number:	1351658	DURALITE
Registration Number:	2212451	REUSE-A-TUBE

CORRESPONDENCE DATA

Fax Number: (617)574-7657
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-574-4115
 Email: ecoleman@goulstonstorrs.com
 Correspondent Name: Eleanor Coleman
 Address Line 1: 400 Atlantic Avenue

OP \$190.00 0822607

Address Line 2: Goulston & Storrs
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Eleanor Coleman
Signature:	/eleanor coleman/
Date:	02/18/2005

Total Attachments: 7
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**COLLATERAL ASSIGNMENT OF
TRADEMARKS**

Banknorth, N.A.

Date: February 10, 2005

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Obligations of

Spaulding Composites, Inc. (the "Assignor"), a Delaware corporation with its principal executive offices at 55 Nadeau Drive, Rochester, New Hampshire 03867,

to

Banknorth, N.A. (hereinafter, the "Bank"), a bank with offices at 7 New England Executive Park, Tenth Floor, Burlington, Massachusetts 01803.

under (and as defined in) the Loan and Security Agreement of even date (as amended from time to time, the "Loan Agreement") between the Assignor and the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the goodwill associated therewith (hereinafter, the "Marks") listed on EXHIBIT A annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until the Obligations under (and as defined in) the Loan Agreement have been repaid in full and all commitments to lend or otherwise extend credit thereunder or under any other Loan Document have been terminated in full, the Assignor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Assignor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions for all Marks other than any Mark which is immaterial to the operations of the Assignor.

In the event of any failure by the Assignor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank

may (but shall not be required to) act in the Assignor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Assignor to the Bank as provided in the Loan Agreement.

3. (a) Upon the occurrence and during the continuance of any Event of Default, the Bank shall have, and may exercise, all rights and remedies set forth herein or in the Loan Agreement as well as exercise those rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106). In addition, upon the occurrence and during the continuance of an Event of Default, the Bank shall have the right to sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Marks, or any interest that the Assignor may have therein and shall apply all such proceeds toward the payment of the Obligations. Notice of any sale, license or other disposition of the Marks shall be given to the Assignor at least 10 days before the time that any intended public sale or other public disposition of the Marks is to be made or prior to which any private sale or private disposition of the Marks is to be made. An Event of Default and the Bank's rights on the occurrence thereof may be waived by the Bank solely in writing by a duly authorized officer thereof, in which event the Event of Default so waived shall be deemed not to have occurred for purposes of this agreement. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

(b) The Assignor hereby irrevocably constitutes and designates the Bank as and for the Assignor's attorney in fact, upon, and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all and singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks in accordance with the terms hereof. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated in accordance with the terms of this agreement.

4. At such time as all of the Obligations have been finally paid and satisfied in full and all commitments to lend or otherwise extend credit under the Loan Agreement or any other Loan Document have been terminated in full, this agreement shall terminate and the Bank shall, upon the written request of the Assignor, and at the sole cost and expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Marks previously granted, assigned, transferred and conveyed to the Bank by the Assignor pursuant to this agreement, as fully as if this agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Bank pursuant hereto.

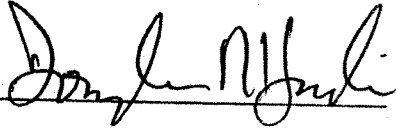
[Signature page to Collateral Assignment of Trademarks]

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

SPAULDING COMPOSITES, INC.
(the "Assignor")

BANKNORTH, N.A.
(the "Bank")

By: _____



By: _____

[Signature page to Collateral Assignment of Trademarks]

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

SPAULDING COMPOSITES, INC.
(the "Assignor")

BANKNORTH, N.A.
(the "Bank")

By: _____

By: Matthew Layton

[Acknowledgement page to Collateral Assignment of Trademarks]

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February __, 2005

On this 8th day of February, 2005, before me, the undersigned notary public, personally appeared Douglas Keslin, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily, for its stated purpose (as C.F.O. for Spaulding Composites, Inc., a Delaware corporation).

Carolyn P. Gregoire
(Official signature and seal of Notary)

My Commission Expires: CAROLYN P. GREGOIRE
Notary Public - New Hampshire
~~My Commission Expires July 16, 2008~~

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February __, 2005

On this ___ day of February, 2005, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily, for its stated purpose (as _____ for Banknorth, N.A.).

(Official signature and seal of Notary)

My Commission Expires: _____

[Acknowledgement page to Collateral Assignment of Trademarks]

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February __, 2005

On this ___ day of February, 2005, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily, for its stated purpose (as _____ for Spaulding Composites, Inc., a Delaware corporation).

(Official signature and seal of Notary)

My Commission Expires: _____

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

February 9th, 2005

On this 9th day of February, 2005, before me, the undersigned notary public, personally appeared Matthew Leigh, proved to me through satisfactory evidence of identification, which were drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily, for its stated purpose (as Vice president for Banknorth, N.A.).

Samela C. Bates
(Official signature and seal of Notary)

My Commission Expires: MY COMMISSION EXPIRES
OCTOBER 13, 2006

Exhibit A
to
Collateral Assignment of Trademarks

MARK	REGISTRATION NO.	REGISTRATION DATE	STATUS
ARMITE	<u>0822607</u>	01/24/1967	Renewed
FILAWOUND	<u>0833851</u>	08/22/1967	Renewed
SPAULDING	<u>0833852</u>	08/22/1967	Renewed
SPAULDITE	<u>0822189</u>	01/17/1967	Renewed
STRATOCLAD	<u>0857830</u>	10/01/1968	Renewed
DURALITE	<u>1351658</u>	07/30/1985	Registered
REUSE-A-TUBE	<u>2212451</u>	12/22/1998	Registered