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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594
1-31-92

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

1. Name of conveying party(ies):
IPG Technologies Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Delaware
 Other

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

2. Name and address of receiving party(ies): **9-23-04**

Name: Citicorp North America, Inc.
 Internal Address: _____
 Street Address: 390 Greenwich St.
 City: New York State: NY ZIP: 10013

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: August 4, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Meredith Schorr
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved **65**

7. Total fee (37 CFR 3.41): \$1640
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

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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.

Meredith Schorr
 Name of Person Signing

Meredith Schorr 9/23/04
 Signature Date

Total number of pages comprising cover sheet: **3**

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TRADEMARK
REEL: 003049 FRAME: 0887

SCHEDULE A

Marks	Registration/Serial No.	Registration/Filing Date
A (Stylized)*	2,142,604	1998-03-10
A (Stylized)*	1,392,306	1986-05-06
ALLTAC	1,364,485	1985-10-08
ANCHOR	2,132,287	1998-01-27
ANCHORBOND*	1,486,133	1988-04-26
ANCHOR/MASK (Stylized)	1,491,110	1988-06-07
ANCHOR ADVANCED ADHESIVES	2,134,151	1998-02-03
ANCHOR CONTINENTAL*	1,488,442	1988-05-17
ANCHOR TAPES (and Design)*	1,492,235	1988-06-14
AMERICAN	0,909,898	1971-03-16
A AMERICAN FILM (and Design)*	2,156,072	1998-05-12
AMERICAN TAPE A (and Design)*	1,392,307	1986-05-06
CONTINENTAL STENCIL	1,526,798	1989-02-28
CP (and Design)*	1,384,952	1986-03-04
DIY	76/577,457	2004-02-05
DUCT SHEETZ	76/577,461	2004-02-05
EXLFILM QSL	76/577,453	2004-02-05
EXLVALUE (and Design)	76/509,844	2003-04-28
GLASS-PAK	1,444,127	1987-06-23
GLASSWEB*	1,274,336	1984-04-17
GREEN CORE	1,274,334	1984-04-17
GREY CORE*	1,294,242	1984-09-11
I (stylized)	76/509,843	2003-04-28
INTERPACK	76/509,011	2003-04-23
LEGEND	1,866,998	1994-12-13
MAIL AWAY UGLY TAPE	76/577,452	2004-02-05
MAILAWAY	1,072,237	1977-08-30
MAX	76/577,455	2004-02-05
MOVEDIRECT	76/577,462	2004-02-05
NOVATHENE HAYMASTER	76/489,830	2003-02-12
PADLOCK	0,663,954	1958-07-08
PG-27 DRAPEFAST PAINT		
MASKING SYSTEM (and Design)	76/388,663	2002-03-29
POLYSEAL	1,371,287	1985-11-19
POCKET	2,310,011	2000-01-18
POWER PAK	1,389,900	1986-04-15
PRO-MASK BLUE	1,974,541	1996-05-21
PRO-MASK WALLSAFE	76/577,450	2004-02-05
PRO-MASK 20	76/437,993	2002-08-05
PRO-MASK 21	76/438,018	2002-08-05
PRO-MASK 29	76/437,761	2002-08-05
PRODUCTION SHOP	1,778,924	1993-06-29
QUICK FIND EDGE	2,480,977	2001-08-21
QUIZZLE	76/577,460	2004-02-05

<u>Marks</u>	<u>Registration/Serial No.</u>	<u>Registration/Filing Date</u>
REDCORE (Stylized)*	0,634,710	1956-09-25
REX-O-GLASS*	0,634,713	1956-01-04
SAFE T SEAL*	0,860,787	1968-11-26
SAFETEX*	1,279,841	1984-05-29
SEAMS REAL EASY	2,119,879	1997-12-09
SIGNBLAST	1,259,422	1983-11-29
SILENCER	2,276,456	1999-09-07
SILENT SEAL*	2,370,361	1999-01-28
STAGE TAPE (and Design)	1,729,346	1992-11-03
STRES-PRUF*	1,279,842	1984-05-29
STRETCHFLEX (and Design)	76/509,845	2003-04-28
THE LIGHT GAUGE SOLUTION	76/577,463	2004-02-05
TUFFSTUFF	1,805,284	1993-11-16
UGLY TAPE	76/577,454	2004-02-05
UNITED (and Design)	1,713,657	1992-09-08
WALLSAFE	76/577,451	2004-02-05
WHISPER SMOOTH	2,697,480	2003-03-18
XHD	76/577,456	2004-02-05
ZAP	76/577,458	2004-02-05
ZAP FILM	76/577,459	2004-02-05
ZONE GUARD (Stylized)	1,681,198	1992-03-31

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, IPG TECHNOLOGIES INC., a Delaware corporation (the "Grantor") with principal offices at 2000 South Beltline Boulevard, Columbia, South Carolina 29201, hereby grants to CITICORP NORTH AMERICA, INC., as Collateral Agent, with principal offices at 390 Greenwich St., New York, N.Y. 10013, (the "Grantee"), a security interest in (i) all of the Grantor'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 Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the U.S. Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 4, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

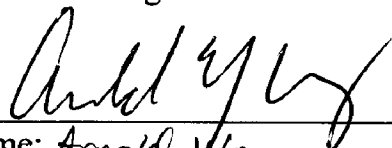
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

4th day of August 2004.

IPG TECHNOLOGIES INC., Grantor

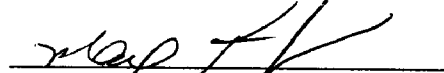
By 
Name: Burgess H. Hildreth
Title: **VICE PRESIDENT**

CITICORP NORTH AMERICA, INC.,
as Collateral Agent and Grantee

By 
Name: Arnold Wong
Title: **VICE PRESIDENT**

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 4th day of August, 2004, before me personally came BURGESS H. WHEEL
who, being by me duly sworn, did state as follows: that ~~he~~ is **VICE PRESIDENT** of IPG
TECHNOLOGIES INC., that he is authorized to execute the foregoing Grant on behalf of said
Corporation and that ~~he~~ did so by authority of the Board of Directors of said Corporation.



Notary Public

MAY KAREN YIP DANIELS
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 20, 2008

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 1st day of August, 2004, before me personally came Arnold Wong who, being by me duly sworn, did state as follows: that he is VICE PRESIDENT of CITICORP NORTH AMERICA, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

MAY KAREN YIP DANIELS
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 20, 2008