

10-25-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDER
TRADEMARK
102866911

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10/21/04

1. Name of conveying party(ies)/Execution Date(s):

Willinger Bros., Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) 9/8/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Scotland PLC.,

Internal Frankfurt Branch

Address:

Street Address: Junghofstrasse 22,

City: Frankfurt am Main

State:

Country: Germany Zip:

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attachment 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey O. Davidson

Internal Address: One Prudential Plaza

Street Address: 130 E. Randolph Drive

City: Chicago

State: IL Zip: 60601

Phone Number: 312-861-2820

Fax Number: 312-698-2121

Email Address: jeffrey.o.davidson@bakernet.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

10/15/04

Date

Jeffrey O. Davidson

Total number of pages including cover sheet, attachments, and document: 11

10/22/2004 BYRNE 00000037 1384885

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521
02 FC:8522

TRADEMARK
REEL: 003067 FRAME: 0477

ATTACHMENT 1
to Trademark Security Agreement

Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>	<u>Owner</u>
Country Specific Trademarks							
7-ACRES	UNITED STATES	73/552960	04MR1986	1384885		04MR2006	Willinger Bros., In
ACURA	UNITED STATES	73/782342	18SE1990	1613596		18SE2010	Willinger Bros., In
AEROBIC FRAME	UNITED STATES	73/541463	26NO1985	1372526		26NO2005	Willinger Bros., In
AEROBIC GRID	UNITED STATES	74/720456	08AP1997	2051547		08AP2007	Willinger Bros., In
ANGEL FISH DESIGN	UNITED STATES	73/663007	15DE1987	1469046		15DE2007	Willinger Bros., In
BIO-BAG	UNITED STATES	73/541462	26NO1985	1372525		26NO2005	Willinger Bros., In
BIO-FOAM	UNITED STATES	74/720453	03JE1997	2067829		03JE2007	Willinger Bros., In
CHANNEL FLOW	UNITED STATES	74/701325	07OC1997	2103917		07OC2007	Willinger Bros., In
DIATOMAGIC	UNITED STATES	74/399689	07MY1996	1973207		07MY2006	Willinger Bros., In
DUOSTONE & DESIGN	UNITED STATES	73/623661	28AP1987	1438022		28AP2007	Willinger Bros., In
ECOLOGY	UNITED STATES	73/623660	02JE1987	1441183		02JE2007	Willinger Bros., In
ENERGIZER	UNITED STATES	73/609746	21JL1987	1448158		21JL2007	Willinger Bros., In
JUNIOR	UNITED STATES	73/807150	13FE1990	1582528		13FE2010	Willinger Bros., In
SECOND NATURE	UNITED STATES	73/091985	13DE1977	1079228		13DE2007	Willinger Bros., In
SECOND NATURE	UNITED STATES	409600	24AP1984	1275118		24AP2004	Willinger Bros., In
SILAFLEX	UNITED STATES	73/171747	05FE1980	1130356		05FE2010	Willinger Bros., In
SOFTNET	UNITED STATES	73/623550	07JL1987	1446354		07JL2007	Willinger Bros., In
ULTRA-LUSH	UNITED STATES	74/635399	09AP1996	1967527		09AP2006	Willinger Bros., In
VIQUARIUM	UNITED STATES	74/701506	03JE1997	2067774		03JE2007	Willinger Bros., In
WATER'S EDGE	UNITED STATES	74/701505	03JE1997	2067773		03JE2007	Willinger Bros., In

CHIDMS1/435926.1

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>	<u>Owner</u>
WHISPER	UNITED STATES	73/091984	29NO1977	1078246		29NO2007	Willinger Bros., In
WHISPER	UNITED STATES	73/577732	29JL1986	1403127		29JL2006	Willinger Bros., In
WHISPER	UNITED STATES	78/141933	08JL2002				Willinger Bros., In
WONDER TUBE	UNITED STATES	73/555371	25MR1986	1387539		25MR2006	Willinger Bros., In

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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NONE

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 8, 2004, is made between WILLINGER BROS., INC., a Delaware corporation (the "Grantor"), and THE ROYAL BANK OF SCOTLAND PLC, FRANKFURT BRANCH, as security agent for the Senior Finance Parties and the Mezzanine Finance Parties pursuant to the Intercreditor Deed (defined below) (together with any successor(s) and assign(s) thereto in such capacity, the "Security Agent");

W I T N E S S E T H :

WHEREAS, pursuant to the euro 188,900,000 senior facilities agreement (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring of the facilities (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed), the "Senior Facilities Agreement"), dated on or about the date hereof, among Tetra Holding GmbH (the "Parent"), Tetra Holdco GmbH & Co. KG (the "Company"), the Original Borrowers (the "Senior Borrowers"), the Original Guarantors (the "Senior Guarantors"), the Original Lenders (the "Senior Lenders"), and The Royal Bank of Scotland PLC, Frankfurt Branch, as arranger, agent, issuing bank and security agent thereunder (the "Senior Agent"), the Senior Lenders have extended commitments to make extensions of credit (including the issuance of Letters of Credit) to the Senior Borrowers (such extensions of credit being hereafter collectively referred to as the "Senior Credit Extensions");

WHEREAS, pursuant to the euro 45,000,000 mezzanine credit facility agreement (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring of the facilities (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed), the "Mezzanine Credit Facility Agreement" and together with the Senior Facilities Agreement, the "Credit Facilities Agreements"), dated on or about the date hereof, among the Parent, the Company, (in such capacity, the "Mezzanine Borrower"), the guarantors party thereto, the lenders party thereto (the "Mezzanine Lenders"), and The Royal Bank of Scotland PLC, Frankfurt Branch, as arranger, agent and security agent thereunder (the "Mezzanine Agent"), the Mezzanine Lenders have extended commitments to make extensions of credit to the Mezzanine Borrower (such extensions of credit being hereafter collectively referred to as the "Mezzanine Credit Extensions" and, together with the Senior Credit Extensions, the "Credit Extensions");

WHEREAS, pursuant to an Intercreditor Deed, dated on or about the date hereof, by and among the Obligors party thereto, the Security Agent, the Facility Agent, the Mezzanine Agent, the Senior Lenders and the Mezzanine Lenders, the Security Agent has agreed to act as security agent for the Senior Finance Parties and the Mezzanine Finance Parties;

WHEREAS, in connection with the Credit Facilities Agreements, the Grantor has executed and delivered a Security Agreement, dated as of September 8, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of each Credit Facilities Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Liabilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce (i) the Senior Lenders to make Senior Credit Extensions under the Senior Facilities Agreement, (ii) the Mezzanine Lenders to make Mezzanine Credit Extensions under the Mezzanine Credit Facility Agreement, and (iii) the Lenders and/or their affiliates to enter into Hedging Agreements, the Grantor agrees, for the benefit of each Finance Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Security Agent, and grant to the Security Agent a security interest in, for its benefit and the benefit of each Finance Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 attached hereto;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b), to the extent not owned by a third party licensor; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark or Trademark registration referred to in Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the benefit of each Finance Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Finance Party thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILLINGER BROS., INC.

By: 
Name: _____
Title:

THE ROYAL BANK OF SCOTLAND PLC,
FRANKFURT BRANCH,
as Security Agent

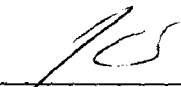

By: _____
Name: _____
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILLINGER BROS., INC.

By: _____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC,
FRANKFURT BRANCH,
as Security Agent

By:  _____ 
Name: Nicole Junot Brigitta Feilcke
Title: Prokuristin Prokuristin

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS dated as of September 8, 2004 by The Royal Bank of Scotland plc, Frankfurt Branch, as Agent as hereinafter described;

WITNESSETH:

WHEREAS, The Royal Bank of Scotland plc, Frankfurt Branch, as Agent, registered with the commercial register of the German local court (Amtsgericht) Frankfurt am Main under HRB 49147, with its mailing address at Junghofstrasse 22, 60311 Frankfurt am Main, Germany (the "Secured Party") and Willinger Bros., Inc., a Delaware corporation with its mailing address at 3001 Commerce Street, Blacksburg, Virginia 24060 (the "Pledgor") are parties to a certain Trademark Security Agreement dated as of December 17, 2002 which was recorded in the United States Patent and Trademark Office on January 9, 2003 at Reel 2668, Frame 0574 (the "Assignment"), pursuant to which the Pledgor granted a security interest in and collateral assignment of certain trademarks listed on Schedule A attached hereto and certain other property (collectively, the "Trademarks"); and

WHEREAS, the Pledgor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Pledgor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:



The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Pledgor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each trademark and trademark registration listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark registration; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

THE ROYAL BANK OF SCOTLAND PLC, FRANKFURT BRANCH,
as Agent

By:  
Name: N. J. Junker Bronn Fellenberg
Title: Präsident Präsident

**SCHEDULE A
TO RELEASE AND REASSIGNMENT OF TRADEMARKS AGREEMENT**

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reel/Frame</u>	<u>Renewal Date</u>	<u>Owner</u>
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AEROBIC GRID	UNITED STATES	74/720456	08AP1997	2051547	2668/0574	08AP2007	Willinger Bros., Inc.
ANGEL FISH DESIGN	UNITED STATES	73663007	15DE1987	1469046	2668/0574	15DE2007	Willinger Bros., Inc.
BIO-BAG	UNITED STATES	73/541462	26NO1985	1372525	2668/0574	26NO2005	Willinger Bros., Inc.
BIO-FOAM	UNITED STATES	74/720453	03JE1997	2067829	2668/0574	03JE2007	Willinger Bros., Inc.
CHANNEL FLOW	UNITED STATES	74/701325	07OC1997	2103917	2668/0574	07OC2007	Willinger Bros., Inc.
DIATOMAGIC	UNITED STATES	74/399689	07MY1996	1973207	2668/0574	07MY2006	Willinger Bros., Inc.
DUOSTONE & DESIGN	UNITED STATES	73/623661	28AP1987	1438022	2668/0574	28AP2007	Willinger Bros., Inc.
ECOLOGY	UNITED STATES	73/623660	02JE1987	1441183	2668/0574	02JE2007	Willinger Bros., Inc.
ENERGIZER	UNITED STATES	73/609746	21JL1987	1448158	2668/0574	21JL2007	Willinger Bros., Inc.
JUNIOR	UNITED STATES	73/807150	13FE1990	1582528	2668/0574	13FE2010	Willinger Bros., Inc.
SECOND NATURE	UNITED STATES	73/091985	13DE1977	1079228	2668/0574	13DE2007	Willinger Bros., Inc.
SECOND NATURE	UNITED STATES	409600	24AP1984	1275118	2668/0574	24AP2004	Willinger Bros., Inc.
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SOFTNET	UNITED STATES	73/623550	07JL1987	1446354	2668/0574	07JL2007	Willinger Bros., Inc.
ULTRA-LUSH	UNITED STATES	74/635399	09AP1996	1967527	2668/0574	09AP2006	Willinger Bros., Inc.
VIQUARIUM	UNITED STATES	74/701506	03JE1997	2067774	2668/0574	03JE2007	Willinger Bros., Inc.
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WHISPER	UNITED STATES	73/577732	29JL1986	1403127	2668/0574	29JL2006	Willinger Bros., Inc.

CHIDMS1/436513.1

**TRADEMARK
REEL: 003067 FRAME: 0487**

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reel/Frame</u>	<u>Renewal Date</u>	<u>Owner</u>
WHISPER	UNITED STATES	78/141933	08JL2002	2704849	2668/0574		Willinger Bros., Inc.
WONDER TUBE	UNITED STATES	73/555371	25MR1986	1387539	2668/0574	25MR2006	Willinger Bros., Inc.

CHIDMS1/436513.1

RECORDED: 10/21/2004

**TRADEMARK
REEL: 003067 FRAME: 0488**