

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	05/27/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stahl International B.V.		05/27/2005	COMPANY: NETHERLANDS

**RECEIVING PARTY DATA**

Name:	J.P. Morgan Europe Limited
Street Address:	125 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 5AJ
Entity Type:	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	73533462	STAYTEX
Serial Number:	73720163	INODERME
Serial Number:	73720165	CORIACIDE
Serial Number:	74488560	CORILENE
Serial Number:	74609651	STAHL
Serial Number:	74628729	LUSTRACIDE
Serial Number:	74628730	CORIASTEL
Serial Number:	74706111	FLORENTIQUE
Serial Number:	75058731	PERMUTHANE
Serial Number:	75444151	PERMUTEX
Serial Number:	75444152	RENEKTAN
Serial Number:	75444153	CORIUMINE
Serial Number:	75444154	CAMOTEX

CH \$515.00 73533462

Serial Number:	75444155	TOROTEX
Serial Number:	75445424	UNIRES
Serial Number:	75590217	SYNEKTAN
Serial Number:	75783495	POLYMATTE
Serial Number:	76190325	POLYMATTE
Serial Number:	76234998	TITEKOTE
Serial Number:	76256658	PERMAQUIRE

#### CORRESPONDENCE DATA

Fax Number: (212)425-5288  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-425-7200  
Email: tmdocketny@kenyon.com  
Correspondent Name: Jonathan D. Reichman, Esq.  
Address Line 1: One Broadway  
Address Line 4: New York, NEW YORK 10004

#### DOMESTIC REPRESENTATIVE

Name: Jonathan D. Reichman, Esq.  
Address Line 1: One Broadway  
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Jonathan D. Reichman, Esq.
Signature:	/Jonathan D. Reichman/
Date:	06/03/2005

#### Total Attachments: 11

source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page1.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page2.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page3.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page4.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page5.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page6.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page7.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page8.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page9.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page10.tif  
source=stahl international, B.V. and J.P. Morgan Europe Limited assignment agreement#page11.tif

## CONFIRMATION OF GUARANTY AND COLLATERAL AGREEMENT

THIS CONFIRMATION OF GUARANTY AND COLLATERAL AGREEMENT (this Confirmation) is dated as of 27th May, 2005

### AND MADE BY:

STAHL NETHERLANDS B.V., STAHL INTERNATIONAL B.V., STAHL EUROPE B.V. (formerly known as STAHL HOLLAND B.V.) and STAHL (USA) INC. (each a Grantor, and collectively the Grantors) and STAHL HOLDINGS B.V. (the Parent)

### IN FAVOR OF

J.P. MORGAN EUROPE LIMITED, as security trustee (in that capacity, the Security Trustee) for and on behalf of the Finance Parties (as defined in the Amended and Restated Senior Facilities Agreement described below) (the Restated Finance Parties).

### BACKGROUND

- (A) Leather Luxembourg S.A., a public limited liability company incorporated under the laws of the Grand Duchy of Luxembourg (the Ultimate Parent), the Parent, the subsidiaries of the Parent from time to time parties thereto, the Lenders referred to therein, J.P. Morgan plc, as Arranger, JPMorgan Chase Bank (now known as JPMorgan Chase Bank, N.A.), as Underwriter, and J.P. Morgan Europe Limited, as Agent and as Security Trustee have entered into that certain Senior Facilities Agreement dated November 24, 2003 (the Senior Facilities Agreement).
- (B) The Ultimate Parent, the Parent, Stahl Netherlands B.V., the Lenders referred to therein, J.P. Morgan plc, as Arranger, JPMorgan Chase Bank (now known as JPMorgan Chase Bank, N.A.), as Underwriter, and J.P. Morgan Europe Limited, as Agent and as Security Trustee have entered into that certain Mezzanine Facility Agreement dated November 24, 2003 (the Mezzanine Facility Agreement, and together with the Senior Facilities Agreement, the Facilities Agreements).
- (C) The Ultimate Parent, the persons named in schedule 1 thereto as Obligors, the persons listed in schedule 2 thereto as Mezzanine Creditors, the persons listed in schedule 3 thereto as Senior Creditors, the Mezzanine Agent (as defined therein), the Senior Agent (as defined therein) and the Security Trustee have entered into that certain Intercreditor Agreement dated November 24, 2003 (the Intercreditor Agreement).
- (D) In connection with the Facilities Agreements, and as a condition precedent to the obligations of the Finance Parties (as defined in the Senior Facilities Agreement) under the Facilities Agreements, the Grantors and the Parent have entered into that certain Guaranty and Collateral Agreement dated as of November 28, 2003 (the Guaranty and Collateral Agreement; unless otherwise indicated, capitalized terms used but not defined herein have the meanings assigned to them in the Guaranty and Collateral Agreement) with the Security Trustee under which, *inter alia*, (i) each Guarantor guarantees to the Security Trustee the prompt and complete payment and performance by the Borrowers when due of the Borrower Obligations and (ii) each Grantor has granted a continuing security interest in all of such Grantor's right, title and interest in and to such Grantor's property described in the Guaranty and Collateral Agreement in favor of the Security

Trustee, including, without limitation, in respect of the Intellectual Property Grantors the properties listed in the schedules attached hereto as Exhibit A and Exhibit B.

- (E) The parties to the Facilities Agreements respectively now propose to enter into a supplemental deed to be dated 27 May, 2005 (the **Supplemental Deed**) between, among others, the Ultimate Parent, the Parent, the Subordinated Lenders (as defined therein) and the Security Trustee, providing for, *inter alia*, (i) the amendment and restatement of the Senior Facilities Agreement (the **Amended and Restated Senior Facilities Agreement**), including, without limitation, the addition of a new Term Loan C Facility (as defined in the Amended and Restated Senior Facilities Agreement) (the **Term Loan C Facility**) to the existing Facilities (as defined in the Senior Facilities Agreement), (ii) the amendment and restatement of the Mezzanine Facility Agreement (the **Amended and Restated Mezzanine Facility Agreement**, and together with the Amended and Restated Senior Facilities Agreement, the **Amended and Restated Facilities Agreements**) and (iii) the amendment and restatement of the Intercreditor Agreement (the **Amended and Restated Intercreditor Agreement**, and together with the Supplemental Deed and the Amended and Restated Facilities Agreements, the **Amended and Restated Documents**).
- (F) It is a condition precedent to the occurrence of the Amendment Effective Date (as defined in the Supplemental Deed) that each of the Grantors and the Parent enters into this Confirmation, and since each of the Grantors and the Parent will receive material direct and indirect benefits from the Amended and Restated Documents, each of the Grantors and the Parent is willing to execute and deliver this Confirmation.

**EACH OF THE GRANTORS AND THE PARENT AGREES** as follows, for the benefit of the Security Trustee and the Restated Finance Parties:

1. Each of the Grantors and the Parent consents to the execution and delivery of the Amended and Restated Documents and the performance of the Amended and Restated Documents by the respective Obligors (as defined respectively in each of the Amended and Restated Documents) parties thereto and acknowledges and approves the terms and conditions of the Amended and Restated Documents and the transactions contemplated by the Amended and Restated Documents.
2. Each of the Grantors and the Parent confirms, reaffirms and ratifies the Guaranty and Collateral Agreement (including, without limitation, the Guaranty contained therein) and acknowledges and agrees that the Guaranty and Collateral Agreement (including, without limitation, the Guaranty contained therein) (i) is, and shall remain, the legal, valid, binding and enforceable obligation of such Grantor (including in its capacity as a Guarantor) and the Parent, respectively, and in full force and effect, (ii) applies, without limitation (other than any limitation specified in the Guaranty and Collateral Agreement), to the obligations under the Amended and Restated Facilities Agreements, and (iii) guarantees and secures the full amount of the Obligations (including, without limitation (other than any limitation specified in the Guaranty and Collateral Agreement), the additional Term Loan C Facility, the Borrower Obligations, the Guarantor Obligations, the Stahl Netherlands Obligations and the Intellectual Property Grantor Obligations, and each reference to the Borrower Obligations, the Guarantor Obligations, the Stahl Netherlands Obligations and the Intellectual Property Grantor Obligations shall include such Obligations as they are amended pursuant to the Amended and Restated Documents and this Confirmation).
3. Each of the Grantors and the Parent confirms and agrees that any reference to the Senior Facilities Agreement, the Facilities Agreements or a Finance Document in the Guaranty and Collateral

Agreement (including, without limitation, in the definitions of the Obligations, the Borrower Obligations, the Guarantor Obligations, the Stahl Netherlands Obligations and the Intellectual Property Grantor Obligations) shall include, without limitation, the Amended and Restated Senior Facilities Agreement.

4. Each of the Grantors and the Parent further confirms and agrees that any reference to the Mezzanine Facility Agreement, the Facilities Agreements or a Finance Document in the Guaranty and Collateral Agreement (including, without limitation, in the definitions of the Obligations, the Borrower Obligations, the Guarantor Obligations, the Stahl Netherlands Obligations and the Intellectual Property Grantor Obligations) shall include, without limitation, the Amended and Restated Mezzanine Facility Agreement.
5. Each of the Grantors and the Parent further confirms and agrees that any reference to the Intercreditor Agreement or a Finance Document in the Guaranty and Collateral Agreement (including, without limitation, in the definitions of the Obligations, the Borrower Obligations, the Guarantor Obligations, the Stahl Netherlands Obligations and the Intellectual Property Grantor Obligations) shall include, without limitation, the Amended and Restated Intercreditor Agreement.
6. Each of the Grantors and the Parent has no, and knows of no, defense, counterclaim or set-off to its obligations under the Guaranty and Collateral Agreement and hereby waives any such defense, counterclaim or set-off.
7. Each of the Grantors and the Parent repeats and confirms as true and correct, as of the date of this Confirmation, each of the representations and warranties set forth in the Guaranty and Collateral Agreement.
8. Each of the Grantors and the Parent represents, warrants and confirms that:
  - (a) its execution, delivery and performance of this Confirmation are within its power and authority, and have been duly authorized by all necessary action;
  - (b) this Confirmation constitutes its valid and binding obligation, enforceable against it in accordance with its terms; and
  - (c) it has not entered into any agreements which could affect the validity or continuing effectiveness of the Guaranty provided by the Grantors under the Guaranty and Collateral Agreement or the security interest granted by the Grantors under the Guaranty and Collateral Agreement.
9. The parties to this Confirmation agree that this Confirmation does not in any way amend (other than the amendments specified in paragraph 10 below), affect or impair the terms and conditions of the Guaranty and Collateral Agreement, and all terms and conditions of the Guaranty and Collateral Agreement remain unchanged (other than those terms amended pursuant to paragraph 10 below) and in full force and effect (in the case of the terms amended pursuant to paragraph 10 below, as amended).
10. Each of the Grantors, the Parent and the Security Trustee agrees that the Guaranty and Collateral Agreement will be amended as follows from the date of this Confirmation:


- (a) in Clause 1.1 (Defined Terms) of the Guaranty and Collateral Agreement, in the definition of Borrower Obligations, the words: ", provided that the obligations of Stahl Netherlands in respect of the A4 Tranche, the A5 Tranche, the B4 Tranche, the C2 Tranche, the C5 Tranche and the C6 Tranche do not fall within this definition of Borrower Obligations to the extent such would result in unlawful financial assistance by Stahl Netherlands within the meaning of Section 2:207(c) of the Dutch Civil Code" shall be inserted at the end of the definition of Borrower Obligation, immediately before the period punctuation mark; and
- (b) in Clause 1.1 (Defined Terms) of the Guaranty and Collateral Agreement, in the definition of Stahl Netherlands Obligations, the words: "and the B4 Tranche" shall be deleted and be replaced with the words: ", the B4 Tranche, the C2 Tranche, the C5 Tranche and the C6 Tranche".
11. This Confirmation may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
12. For the benefit of the Security Trustee, each of the Grantors and the Parent agrees that any New York State court or Federal court sitting in the City of New York has non-exclusive jurisdiction to settle any disputes in connection with this Confirmation and accordingly submits to the non-exclusive jurisdiction of those courts.
13. Without prejudice to any other mode of service, each of the Grantors and the Parent:
- (a) irrevocably appoints National Registered Agents Inc., 875 Avenue of the Americas, Suite 501, New York, New York 10001 as agent for service of process in relation to proceedings before any courts located in the State of New York in connection with this Confirmation;
- (b) agrees to maintain an agent for service of process in the State of New York until all Commitments (as defined respectively in each of the Amended and Restated Facilities Agreements) have terminated, all Drawings (as defined in the Amended and Restated Senior Facilities Agreement) and all other amounts payable under the Finance Documents (as defined in the Amended and Restated Senior Facilities Agreement) have been finally, irrevocably and indefeasibly repaid in full and all Letters of Credit have been discharged;
- (c) agrees that failure by a process agent to notify a Grantor or the Parent of the process will not invalidate the proceedings concerned;
- (d) consents to the service of process relating to any proceedings by a notice given in accordance with and to its address for the time being applying under Clause 12.11 (Notices) of the Guaranty and Collateral Agreement; and
- (e) agrees that if the appointment of any person mentioned in paragraph 13(a) above ceases to be effective, it shall immediately appoint a further person in the State of New York to accept service of process on its behalf in the State of New York, and, if it does not appoint a process agent within 15 days, the Security Trustee is entitled and authorized to appoint a process agent for it by notice to it.

14. Each of the Grantors and the Parent:
  - (a) waives objection to the New York State and Federal courts on grounds of personal jurisdiction, inconvenient forum or otherwise as regards proceedings in connection with this Confirmation; and
  - (b) agrees that a judgment or order of a New York State or Federal court in connection with this Confirmation is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
15. Nothing in paragraphs 12 through 14 above limits the right of the Security Trustee or any other Restated Finance Party to bring proceedings against any Grantor or the Parent in connection with this Confirmation:
  - (a) in any other court of competent jurisdiction; or
  - (b) concurrently in more than one jurisdiction.
16. Each of the Grantors and the Parent acknowledges that the Restated Finance Parties are entering into the Amended and Restated Documents in reliance on this Confirmation.
17. This Confirmation shall be governed by the law of the State of New York.
18. Each of the Grantors and the Parent and the Security Trustee (for itself and on behalf of the Restated Finance Parties) waive any rights they may have to a jury trial of any claim or cause of action based on or arising from this Confirmation or the transactions contemplated by this Confirmation. In the event of litigation, this Confirmation may be filed as a written consent to a trial by the court.


Each of the Grantors, the Parent and the Security Trustee, intending to be legally bound, has executed and delivered this Confirmation as of the date first set forth above.

**Grantors:**

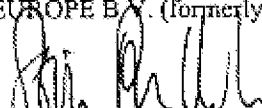
STAHL NETHERLANDS B.V.

By:   
Name: SÖREN PRESSER-VELDOR  
Title:


STAHL INTERNATIONAL B.V.

By:   
Name: SÖREN PRESSER-VELDOR  
Title:

STAHL EUROPE B.V. (formerly known as STAHL HOLLAND B.V.)


By:   
Name: SÖREN PRESSER-VELDOR  
Title:

STAHL (USA) INC

By:   
Name: SÖREN PRESSER-VELDOR  
Title:

**Parent:**

STAHL HOLDINGS B.V.

By:   
Name: SÖREN PRESSER-VELDOR  
Title:



**Security Trustee:**

**J.P. MORGAN EUROPE LIMITED**  
as Security Trustee for the Restated Finance Parties

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



Name:

Title:

**Roger Kean**  
**Vice President**

## EXHIBIT A

## PATENTS

Grantor: Stahl International B.V.

Brief Title	Jurisdiction	Application No.	Patent No.
Aqueous dispersion of a polyurethane containing blocked reactive sites	United States of America	09/857.005	6,544,592 B1
Process for the preparation of anionic aqueous polymer dispersions containing no volatile tertiary amine, obtained dispersion and coating resulting from said dispersion	United States of America	09/857.006	
Process for the preparation of an aqueous dispersion of an anionic polyurethane free of volatile tertiary amines	United States of America	09/857.004	6,599,977 B1
Heat curable systems for high solids and solvent free applications	United States of America		
Aqueous-based urethane coating compositions	United States of America		4657964 Expiry Date - 3/07/2005

Grantor: Stahl Europe B.V.

Brief Title	Jurisdiction	Application No.	Patent No.
Multifunctional Water-Dispersible Crosslinking Agents	United States of America		5,258,481
Process for the Preparation of a Coagulated Material	United States of America		4,886,702

## EXHIBIT B

## U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor: Stahl International B.V.

Trademark	Jurisdiction	Application No.	Registration No.	Filing Date	Registration Date
1. CAMOTEX	USA	75/444,154	2,271,296	4th March, 1998	24th August, 1999
2. CORIACIDE	USA	73/725,365	1,542,347	1st April, 1998	6th June, 1989
1. CORIASTEL	USA	74/628,730	2,042,663	2nd February, 1995	11th March, 1997
4. CORILENE	USA	74/488,560	2,063,613	9th February, 1994	20th May, 1997
5. CORJUMINE	USA	75/444,153	2,419,534	4th March, 1998	9th January, 2001
6. FLORENTIQUE	USA	74/706,111	2,065,717	26th July, 1995	27th May, 1997
7. INODERME	USA	73/720,163	1,561,709	1st April, 1998	24th October, 1989
8. LUISTRACIDE	USA	74/628,729	1,960,041	2nd February, 1995	5th March, 1996
9. FERMAQUIRE	USA	76/256,658	2,710,616	14th May, 2001	29th April, 2003
10. PERMUTEX	USA	75/444,151	2,301,519	4th March, 1998	21st December, 1999
11. PERMUTHANE	USA	75/058,731	2,035,459	15th February, 1996	4th February, 1997
12. POLYMATTE	USA	75/783,495	2,611,190	24th August, 1999	27th August, 2002
13. POLYMATTE	USA	76/190,325	2,770,678	4th January, 2001	7th October, 2003
14. RENEKTAN	USA	75/444,152	2,419,533	4th March, 1998	9th January, 2001
15. STAHL	USA	74/609,651	2,021,648	12th December, 1994	10th December, 1996
16. SYNEKTAN	USA	75/590,217	2,582,670	17th November, 1998	
17. TITEKOTU	USA	76/234,998		3rd April, 2001	
18. TOROTEX	USA	75/444,155	2,443,054	4th March, 1998	16th April, 2001
19. UNIRES	USA	75/445,424	2,282,812	4th March, 1998	5th October, 1999

Trademark	Jurisdiction	Application No.	Registration No.	Filing Date	Registration Date
20. STAYTEX	USA		1,405,823		19th August, 1966
21. TIGER HEAD DESIGN	USA	62/72,141,367	7,652,769	2nd April, 1962	30th March, 1964

73742-00133 NY:583087.4

11