Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	06/03/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phillips Plastics Corporation		06/03/2005	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	411 East Wisconsin Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2274669	FORM/INTEGREL
Registration Number:	2435446	ORIGEN
Registration Number:	2459893	
Registration Number:	2556797	TOTAL SOLUTIONS FROM DESIGN THROUGH PRODUCTION
Registration Number:	2053634	FORM/INTEGREL
Serial Number:	78277812	CAPTRATE
Serial Number:	78410315	PHILLIPS
Serial Number:	78410300	PHILLIPS PLASTICS CORPORATION

CORRESPONDENCE DATA

Fax Number: (414)298-8097

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-298-1000

TRADEMARK
REEL: 003101 FRAME: 0711

77/4009

CH \$2,50

Email: Correspondent Name: Address Line 1: Address Line 4:	klee@reinhartla Kent A. Lee, Es 1000 North Wa Milwaukee, WI	sq. ter Street
NAME OF SUBMITTER:		Kent A. Lee
Signature:		/kal/
Date:		06/10/2005
Total Attachments: 11 source=phillipsptIII#page1.ti source=phillipsptIII#page2.ti source=phillipsptIII#page3.ti source=phillipsptIII#page4.ti source=phillipsptIII#page5.ti source=phillipsptIII#page6.ti source=phillipsptIII#page7.ti source=phillipsptIII#page8.ti source=phillipsptIII#page9.ti source=phillipsptIII#page10 source=phillipsptIII#page11	if	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 3, 2005, by PHILLIPS PLASTICS CORPORATION, a Wisconsin corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

- A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.
- B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.
- C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.
- D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith;

- all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 2</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- dll products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PHILLIPS PLASTICS CORPORATION

By: <u>*******</u> Title: *CFO*

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent

Title:

Signature Page to Patent & Trademark
Security Agreement

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: SS Milwanter County)	
	fore me on May, 2005 by Thomas R. Schihells ics Corporation.
	Notary Public, State of Wisconsin My commission is princed

SCHEDULE 1

Trademarks

Grantor	Name	<u>Number</u>	Issue Date
U.S. PTO	FORM/INTEGRAL	2,274,669	8/31/99
	(Class 20)		
U.S. PTO	ORIGEN	2,435,446	3/31/01
U.S. PTO	SPHERE DESIGN	2,459,893	6/12/01
	TOTAL SOLUTIONS FORM	2,556,797	4/02/02
	DESIGN THROUGH PRODUCTION		
	FORM/INTEGRAL	2,053,634	4/15/97
	(Class 12 and 40)		

Trademark Applications

Grantor	<u>Name</u>	Application Number	Application Date
U.S. PTO	CAPTRATE	78/277,812	7/23/03
U.S. PTO	PHILLIPS & Design	78/410,315	4/29/04
U.S. PTO	PHILLIPS PLASTICS CORPORATION & Design	78/410,300	4/29/04

Trademark Licenses

None.

SCHEDULE 2

Patents

Grantor	Description	<u>Patent</u> <u>Number</u>	Issue Date
U.S. PTO	vacuum actuated door	5,522,766	6/4/96
U.S. PTO	air bag cover	5,908,203	6/1/99
U.S. PTO	rotating reflector	5,954,416	9/21/99
	flashlight		
U.S. PTO	display device and	6,255,776	7/3/01
	method therefor		
U.S. PTO	display device and	6,183,330	2/6/01
	method therefor		
U.S. PTO	sinterable structures and method	6,605,648	8/12/03
U.S. PTO	supported porous materials	6,368,703	4/9/02
U.S. PTO	composite particles	6,656,587	12/2/03
U.S. PTO	packable ceramic beads	6,869,445	3/22/05
	for bone repair		
U.S. PTO	filtration media of porous	6,814,783	10/21/04
	inorganic particles		
U.S. PTO	composite particles	6,849,186	2/01/05
U.S. PTO	fire sprinkler systems	6,868,916	3/22/05
U.S. PTO	Multiple panel tail light	5,320,397	
U.S. PTO	Canister bracket – Ford Motor	5,344,112	
U.S. PTO	Dual pivot pickup tail light	5,468,037	
U.S. PTO	Tamper resistant vehicle event recorder	5,471,193	
U.S. PTO	Choker catheter	6,004,303	
U.S. PTO	Electro-chemical machine	6,007,694	
U.S. PTO	One piece wire retainer clip	4,842,237	
U.S. PTO	Plastic expansion	5,078,561	
U.S. PTO	Fastener	4,832,551	
U.S. PTO	Retainer clip	4,865,280	
U.S. PTO	Pine tree clip	4,865,281	
U.S. PTO	Means for filling seal	4,930,279	
U.S. PTO	Releasable clip	4,936,530	
U.S. PTO	Two-piece fastener	4,784,550	
U.S. PTO	Plastic expansion nut	4,762,450	
U.S. PTO	2-piece plastic fastener	4,759,670	

<u>Grantor</u>	<u>Description</u>	<u>Patent</u> Number	Issue Date
U.S. PTO	Reusable 2-pc blind fastener	4,776,737	
U.S. PTO	Apparatus for supplying plastic expansion rivets	4,811,881	
U.S. PTO	Vehicle headlamp & aiming apparatus	5,122,935	
U.S. PTO	Tee tree fastener	4,938,645	

SCHEDULE 2 (cont'd)

Patent Applications

Grantor	<u>Description</u>	Application Number	Application Date
Taiwan	sinterable structures and	500709	4/6/00
	method	<u> </u>	
Australia	sinterable structures and		4/6/00
	method		
Europe	sinterable structures and		4/6/00
	method		
Canada	sinterable structures and	2368759	4/6/00
	method		
U.S. PTO	sinterable structures and	10/457,903	11/13/00
	method		
Canada	packable ceramic beads	2407340	5/03/01
	for bone repair		
Europe	packable ceramic beads	01929002	5/03/01
-	for bone repair		
Canada	filtration media of		
	porous inorganic		
	particles		
PCT	catheter and catheters	PCT/US02/11864	04/30/02
	safety guard		
U.S. PTO	CIP of fire sprinkler	10/613215	7/7/03
	systems		
U.S. PTO	A concatenated aerosol	· · · · · · · · · · · · · · · · · · ·	
	filtration device and		
	method of use		
Japan	filtration media of		
- ·· I -··-	porous inorganic		
	particles		
Norway	filtration media of		
- 101 11 - 1	porous inorganic		
	particles		
Europe	filtration media of		
Zarope	porous inorganic		
	particles		
Europe	fire sprinkler systems	2761983.2	10/9/03
Europe	composite particles	2766864	10/09/03
U.S. PTO	filtration media of	10/690454	10/22/03
0.0.110	porous inorganic	15/050151	10,22,00
	particles (Greenheck		
	patent & interference		
	application)		
	application)	<u> </u>	<u> </u>

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<u>Grantor</u>	<u>Description</u>	Application Number	Application Date
U.S. PTO	Filtration media of porous inorganic particles (Greenheck patent & interference application)	10/934636	9/3/04
Europe	catheters and catheter safety guards	2725683	10/27/03
U.S. PTO	feedstock materials for semi-solid forming	10/492602	4/15/04
PCT	feedstock materials for semi-solid forming	PCT/US02/32721	10/15/02
Europe	feedstock materials for semi-solid forming	2784094.1	04/15/04
PCT	separation apparatus	PCT/US04/023377	07/21/04
U.S. PTO	separation apparatus	10/632,905	08/04/03
U.S. PTO	high capture efficiency	10/699,573	10/31/03
PCT	High capture efficiency baffle	PCT/US2004/032311	10/19/04
U.S. PTO	Filtration Media	10/866,250	06/14/04
U.S. PTO	Filtration Media	10/894,032	07/20/04

SCHEDULE 2 (cont'd)

Patent Licenses from Wright Medical

Title	Country	Patent/ App. No.	Filing Date	Priority
Bone Substitute Materials	USA	6,136,029 (08/942,557)	01-Oct-97	
	PCT	WO 99/16497 (PCT/US98/20549)	30-Sep-98	6,136,029 (08/942,557)
	Australia	736513 (95941/98)	31-Mar-00	6,136,029 (08/942,557)
	Canada	2,305,431 Reg. No. 05113801	01-Apr-00	6,136,029 (08/942,557)
	China	1290181 (98811730.1)	01-Apr-00	6,136,029 (08/942,557)
	Europe	10248403 (98 949 664.1-2107)	01-Apr-00	6,136,029 (08/942,557)
	Japan	2001518322 (513611/2000)	03-Apr-00	6,136,029 (08/942,557)
	Russia	2000111499	01-Apr-00	6,136,029 (08/942,557)
	Taiwan	87116344	01-Oct-98	6,136,029 (08/942,557)
Bone Substitutes	USA	6,296,667 (08/944,006)	01-Oct-97	
	PCT	WO 99/16478 (PCT/US98/20440)	30-Sep-98	6,296,667 (08/944,006)
	Australia	754630 (96736/98)	31-Mar-00	6,296,667 (08/944,006)
	Canada	2,305,430	01-Apr-00	6,296,667 (08/944,006)
	China	1280508 (98811740.1)	01-Apr-00	6,296,667 (08/944,006)
	Europe	1024841 (98 950 771.0-2107)	01-Apr-00	6,296,667 (08/944,006)

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Title	Country	Patent/ App. No.	Filing Date	Priority
	Japan	2001518321 (513610/2000)	03-Apr-00	6,296,667 (08/944,006)
10	Russia	2000111493	01-Apr-00	6,296,667 (08/944,006)
	Taiwan	87116343	01-Oct-98	6,296,667 (08/944,006)
Injection Molding with Sacrificial Inserts	USA	6,547,21009/505,962	17-Feb-00	
	PCT	WO 01/60581 (PCT/US01/03844)	07-Feb-01	6,547,210 09/505,962
Process for Producing Rigid Reticulated Articles	Russia	09/440,144	15-Nov-99	CIP of 08/942,557 (6,136,029)
	PCT	WO 01/36013 (PCT/US00/20734)	20-Jul-00	09/440,144
Bone Substitutes (Process Claims)	USA	6,527,810 on 3/4/03 (09/740,807)	21-Dec-00	Divisonal of 08/944,006 (6,296,667)
Dense-Porous Structures for Use as Bone Substitutes	USA	10/122,415	16-Apr-02	Provisional 60/283,752 filed 16-Apr-01
	PCT	WO 02/083188 (PCT/US02/11909)	16-Apr-02	10/122,415

RECORDED: 06/10/2005