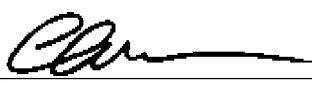


FORM PTO-1595		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE	
1/31/92		TRADEMARKS ONLY		Patent and Trademark Office	
To the Director of Patents and Trademarks: Please Record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> PHILLIPS PLASTICS CORPORATION  Entity: <u>Wisconsin Corporation</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b>  Name: <u>THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY</u>  Internal Address: _____ <u>720 E. WISCONSIN AVENUE</u> <u>MILWAUKEE, WISCONSIN 53202</u>  Entity: <u>Wisconsin Insurance Company</u>  Additional Name(s) & Address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>3. Nature of conveyance:</b>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date <u>June 3, 2005</u>					
<b>4. Application or registration number(s):</b>  A. Trademark Application No.(s) <u>78/277,812; 78/410,315; 78/410,300</u>  B. Trademark Registration No. (s) <u>2,274,669; 2,435,446; 2,459,893; 2,556,797; 2,053,634</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Please send the recorded assignment back by fax to 312-258-5600 to the attention of:  <u>SCHIFF HARDIN LLP</u> <u>Meredith Parsons</u> <u>Sears Tower</u> <u>233 S. Wacker Drive</u> <u>Chicago, IL 60606-0079</u> <u>Telephone: 312-258-4521</u> <u>Att. Ref. No(s): 08802-0040</u>		<b>6. Total number of trademarks involved</b> <u>8</u>  <b>7. Total Fee (37 CFR 3.41)</b> <u>\$215</u> <input checked="" type="checkbox"/> Authorization is given to charge the deposit account for the fees required or to credit any overpayment.  <b>8. Deposit Account Number:</b> <u>19-0409</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
<b>9. Statement and signature:</b> <i>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.</i>  <u>Chris Bollinger</u>  <u>6-16-05</u> Name of Person Signing Signature Date  Total number of pages including cover sheet and attached documents <u>13</u>					
Mail documents to be recorded and required cover sheet information to: <b>By Fax: 703/306-5995</b> <b>Commissioner of Patents and Trademarks</b> <b>Box Assignments</b> <b>Washington, D.C. 20231</b>  <b>TRADEMARK</b>					

CH \$215.00 190409 78277812

**EXECUTION COPY****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 THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY ("NML"), as collateral agent (in such capacity, the "Collateral Agent") for all of the Holders (as hereinafter defined),

**RECITALS**

A. Pursuant to the terms and conditions contained in that certain Note Purchase Agreement (as amended, modified, supplemented or restated from time to time, the "Note Purchase Agreement") dated as of even date herewith, executed by and among the Grantor and each financial institution that is or may from time to time become a party thereto (together with their respective successors and assigns (the "Holders")), the Holders have agreed to purchase \$15,000,000 in initial aggregate principal amount of the 12% Senior Subordinated Secured Notes due September 3, 2010 of the Grantor (together with any replacements thereof pursuant to the terms of the Note Purchase Agreement and in each case as amended, modified, supplemented or restated from time to time, the "Notes").

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 Collateral Agent pursuant to which certain obligations owed to the Holders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the ratable benefit of the Holders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Holders, 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 Note Purchase Agreement and the other Transaction Documents (as defined in the Note Purchase Agreement).

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Grantor does hereby grant to the Collateral Agent, for the benefit of the Holders, a continuing security interest in all of the 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 Schedule 1 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 Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) 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 Schedule 2 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;
- (6) 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 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 Collateral 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 Collateral 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 Note Purchase 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: *[Signature]*  
 Title: CHIEF FINANCIAL OFFICER &  
ASSISTANT SECRETARY

Acknowledged:

THE NORTHWESTERN MUTUAL  
 LIFE INSURANCE COMPANY,  
 as Collateral Agent

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

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

THE NORTHWESTERN MUTUAL  
LIFE INSURANCE COMPANY,  
as Collateral Agent

By:   
Title: Its Authorized Representative

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

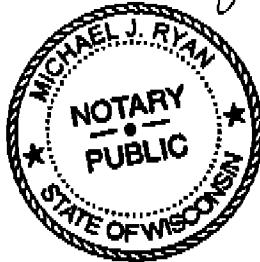
State of Wisconsin )  
: SS

MILWAUKEE County )

This instrument was acknowledged before me on June \_\_, 2005 by THOMAS R. SCHINELLA  
as CHIEF FINANCIAL of Phillips Plastics Corporation.

OFFICER AND ASSISTANT  
SECRETARY MR

[Seal]



(  
Notary Public, State of Wisconsin

My commission PERMANENT

[NOTARY PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1****Trademarks**

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

**Trademark Applications**

<b><u>Grantor</u></b>	<b><u>Name</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>
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**

<b><u>Grantor</u></b>	<b><u>Description</u></b>	<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>
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 flashlight	5,954,416	9/21/99
U.S. PTO	display device and method therefor	6,255,776	7/3/01
U.S. PTO	display device and method therefor	6,183,330	2/6/01
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 for bone repair	6,869,445	3/22/05
U.S. PTO	filtration media of porous inorganic particles	6,814,783	10/21/04
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 Number</u>	<u>Issue Date</u>
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**

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

<u>Grantor</u>	<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
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 baffle	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**

<b>Title</b>	<b>Country</b>	<b>Patent/ App. No.</b>	<b>Filing Date</b>	<b>Priority</b>
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)

Title	Country	Patent/ App. No.	Filing Date	Priority
	Japan	2001518321 (513610/2000)	03-Apr-00	6,296,667 (08/944,006)
	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