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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies): 7-7-03
Safint B.V.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Private Company with Limited Liability
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Unicredit Banca Mobiliare S.p.A.
Internal Address: _____
Address: via Tommaso Grossi 10
Street Address: 20121 Milan, ITALY
City: _____ State: _____ Zip: _____
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State ITALY
 Other _____
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: April 4, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/522,537
B. Trademark Registration No.(s) 1,917,163
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James R. Meyer, Esquire
Internal Address: Suite 3600
Schnader Harrison Segal & Lewis LLP
Street Address: 1600 Market Street
City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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01 FC:8521
02 FC:8522

DO NOT USE THIS SPACE

9. Signature. 40.00 OP
25.00 OP
[Signature]
Name of Person Signing

JAMES R. MEYER
Signature

6/30/03
Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D. C. 20231

OFFICE OF PATENT RECORDS
2003 JUN -7 AM 7:410
FINANCE SECTION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Operation

IN RE: Trademarks of Safint B.V.

76522537

Attorney Docket No. 0851534-0009 US

**SUBSTITUTE CORRESPONDENT, POWER OF ATTORNEY AND
DESIGNATION OF DOMESTIC REPRESENTATIVE**

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Sir or Madam:

Kindly address all correspondence to:

Intellectual Property Department – Trademarks
Attn: James R. Meyer
SCHNADER HARRISON SEGAL & LEWIS LLP
1600 Market Street, Suite 3600
Philadelphia, PA 19103-7286

215-751-2622 (Telephone)
215-972-7677 (Facsimile)

Applicant hereby appoints:

Kenneth R. DeRosa
James A. Drobile
Jeffrey L. Eichen
Ronald E. Karam
Joan T. Kluger
James R. Meyer
Robert A. McKinley
Austin R. Miller
Stewart M. Wiener
Stephanie W. Yeung


all members of the Bar of the Commonwealth of Pennsylvania and all with offices at Schnader Harrison Segal & Lewis LLP, 1600 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103-7286, as its attorneys with full power of substitution, association and revocation, to prosecute these Applications to Register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificates of Registration.

Schnader Harrison Segal & Lewis LLP is designated Registrant's Domestic Representative upon whom notice or process in proceedings affecting the marks may be served.

All previous powers of attorney and designations of domestic representative are revoked.

Respectfully submitted,

SAFINT B.V.



Dated: June 11, 2003

Name: Ugo Di Leva
Title: Managing Director

EXECUTION COPY

SAFINT B.V.

as Pledgor

and

UNICREDIT BANCA MOBILIARE S.p.A.

as Pledgee

EXTRACT
OF
AGREEMENT AND DEED OF FIRST RANKING PLEDGE
OF IP RIGHTS

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SCHEDULE 1: LIST OF IP RIGHTS

This **EXTRACT OF DEED OF PLEDGE OF IP RIGHTS** is made on 4 April 2003 (the “**Extract**”) and is an extract made for registration purposes of the Agreement by and between:

1. **SAFINT B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its seat (*statutaire zetel*) at Rotterdam, The Netherlands, and its registered office at Telestone 8, Naritaweg 165, 1043 BV Amsterdam, The Netherlands, and registered with the Chamber of Commerce and Industry of Amsterdam (*Kamer van Koophandel en Fabrieken voor Amsterdam*) under number 3329 245237 (the “**Pledgor**”); and
2. **UNICREDIT BANCA MOBILIARE S.p.A.**, a financial institution incorporated under the laws of Italy, whose registered office is at via Tommaso Grossi 10, 20121 Milan, Italy, as Intercreditor Security Agent and as Senior Security Agent (as defined in the Intercreditor Agreement (as defined below) (the “**Pledgee**”).

1. **INTERPRETATION**

1.1 **Definitions**

1.1.1 Words and expressions defined in the Agreement (as defined below) shall have the same meaning when used in this Extract.

1.1.2 In the Agreement, the following terms have the following meanings:

“ Agreement ”	means the Deed of First Ranking Pledge of IP Rights and any Supplemental Pledge of IP Rights;
“ Future IP Rights ”	means any and all IP Rights, which are at the date of the Agreement or at the date of any previous Supplemental Pledge not yet owned, acquired or otherwise the property of the Pledgor;
“ IP Registers ”	means any appropriate public register in any jurisdiction in which any of the IP Rights are registered, including but not limited to registers in which internet domain names are registered;
“ IP Rights ”	means any and all of the Pledgor’s intellectual property rights in any jurisdiction, including but not limited to any patents, utility models, layout-designs (topographies) of integrated circuits, trade secrets or know-how, industrial designs, copyrights, neighbouring rights, database rights and other rights in compilations of data or other materials, trademarks, trade names, internet domain names, plant variety

rights and any all rights of a similar nature, either (i) now known, contemplated or unforeseen, (ii) having a statutory basis or existing under equity or common law, (iii) whether registered, deposited, filed or not, (iv) including any and all rights in connection with applications for or claims to acquire any and all of such rights, (v) including any and all other assets, rights, receivables, claims, goodwill and property of whatever kind or nature in connection with these rights, (vi) and including, but not limited to, those IP Rights, if any, listed in **Annex 1 (List of IP Rights)** hereto, all to the extent that such rights are at the date of the Agreement or will in the future at any time, either in whole or in part, be (i) registered, deposited, filed or applied for in the name of, or (ii) owned or acquired by or otherwise the property of the Pledgor;

“Secured Obligations”

means any and all monetary obligations (other than the Principal Obligations) due, owing or incurred by the Pledgor (in whatever capacity) to the Pledgee (in whatever capacity) under the Finance Documents, expressly including the Parallel Debt; and

“Security Assets”

means any IP Rights of the Pledgor in which the Pledgee from time to time acquires a security interest under or pursuant to the Agreement.

2. EXTRACT OF PROVISIONS OF THE AGREEMENT

The Agreement contains, among other things, the following terms and provisions, which are set forth herein only for the purpose of registration with any public authority of the Pledge of IP Rights. This Extract only contains an incomplete summary of the terms and conditions of the Agreement and the Pledge of IP Rights and only serves to register the Pledge of IP Rights with any IP Register or public authorities in countries or jurisdictions where such is necessary or opportune.

3. PLEDGE OF IP RIGHTS

3.1 Pledge of IP Rights

3.1.1 To secure the payment of the Secured Obligations, the Pledgor has granted to the Pledgee a first priority right of pledge (*pandrecht eerste in rang*) over all of the IP Rights to the extent that these IP Rights can validly be pledged, which rights of pledge has been accepted by the Pledgee (the **“Pledge of IP Rights”**).

3.1.2 The Pledgor shall register, deposit or file applications with regard to any intellectual property rights that are part of the IP Rights in any jurisdiction where such is prudent because of the legal or commercial impact or opportunities that may be the result thereof and, in general, do all such other things as are reasonably necessary or opportune to properly obtain, maintain and safeguard any part of the IP Rights in such jurisdiction.

3.1.3 Insofar as any right of pledge envisaged to be created thereunder or pursuant thereto cannot be created as a first ranking right of pledge due to prior encumbrances, a right of pledge is still created in favour of the Pledgee as Pledgee and hereby granted and accepted as set out in this clause 3.1 and the Pledge of IP Rights or each Supplemental Pledge of IP Rights shall be construed accordingly, without prejudice to the Pledgee's rights vis-à-vis the Pledgor because no first ranking right of pledge has been created.

3.2 **Negative Encumbrance**

The Pledgor has no authority to, among others, create or permit to subsist any encumbrances (*beperkte rechten*), attachments or other restrictions over all or any of the IP Rights.

4. **REGISTRATION, DEPOSIT AND FILING**

4.1 Subject to the restriction contained in paragraph 4.1.2 of the Agreement, upon execution of the Agreement and upon execution of any Supplemental Pledge of IP Rights the Pledgor will register, deposit and/or file this Agreement, the Pledge of IP Rights and, as the case may be, such Supplemental Pledge of IP Rights with any relevant authority in any jurisdiction as the Pledgee may deem necessary or opportune and the Pledgor undertakes to do all things which are necessary or useful for the creation, maintenance or effectiveness against third parties of this Agreement, Pledge of IP Rights and any Supplemental Pledge of IP Rights, including to register, deposit or file this Agreement, the Pledge of IP Rights and any Supplemental Pledge of IP Rights with the relevant IP Registers or other registers and any relevant tax authorities.

4.2 **Authorisation Pledgee**

The Pledgee shall also be irrevocably authorised (without obligation) by the Pledgor in the event of a sale:

(a) to cause notice of such sale and transfer of the IP Rights to be served, also on behalf of the Pledgor, upon one or more of the IP Registers in accordance with the laws of The Netherlands or any other relevant jurisdiction; and

to cause any of the IP Rights to be registered in the name of the new owner(s) following the sale and transfer to the extent required on behalf of the Pledgor, to do all such acts and to sign all such documents as are necessary for that purpose pursuant to the laws of The Netherlands or the laws of any other relevant jurisdiction.

5. **CONTINUING AND INDEPENDENT SECURITY**

The Pledgee's security interests constituted by or pursuant to the Agreement shall be continuing and shall remain in full force and effect, notwithstanding any intermediate payment of any Secured Obligation.

6. **POWER OF ATTORNEY**

6.1 **Upon the occurrence of a Default - maintenance of IP Rights**

To the fullest extent permitted by applicable law, the Pledgor hereby grants an irrevocable power of attorney to the Pledgee, such grant to be effective following the occurrence of an Event of Default, to be its true and lawful attorney (with full power of substitution and delegation) for and on behalf of the Pledgor and in its name or in the name of the Pledgee and as the Pledgor's attorney in fact and deed, to sign, execute, seal, deliver, acknowledge, register, deposit, file, and perfect any and all such assurances, documents, instruments, agreements, certificates and consents and to do any and all such acts and things as the Pledgor itself could do in relation to the IP Rights or in relation to any matters dealt with in the Agreement and which the Pledgee may reasonably deem to be necessary in order to give full effect to the purposes of the Agreement.

6.2 **With immediate effect - creation and maintenance of security interests**

To the fullest extent permitted by applicable law, but subject to the restriction contained in paragraph 4.1.2 of the Agreement, the Pledgor hereby grants an irrevocable power of attorney to the Pledgee, with immediate effect, to be its true and lawful attorney (with full power of substitution and delegation) for and on behalf of the Pledgor and in its name or in the name of the Pledgee and as the Pledgor's attorney in fact and deed, to sign, execute, seal, deliver, acknowledge, register, deposit, file, and perfect any and all such assurances, documents, instruments, agreements, certificates and consents and to do any and all such acts and things as the Pledgor itself could do in relation with all things which are necessary or useful for the creation, maintenance or effectiveness against third parties of the Agreement, the Pledge of IP Rights or any Supplemental Pledge of IP Rights and which the Pledgee may reasonably deem to be necessary in order to give full effect to the purposes of the Agreement, the Pledge of IP Rights or any Supplemental Pledge of IP Rights.

6.3 It is expressly agreed that the powers of attorney granted to the Pledgee in this Agreement:

(b) also apply to situations where the Pledgee (also) acts as the Pledgor's counterparty (*Selbsteintritt*). The Pledgor will ratify and confirm whatever the Pledgee shall do or cause to be done in pursuance of the powers conferred to it hereunder;

are made for the benefit of (*in het belang van*) the Pledgee, within the meaning of Article 3:74(1) Netherlands Civil Code.

6.4 The Pledgee shall not have any obligation whatsoever to exercise any of the powers conferred upon it by this Clause 6 (*Appointment of Attorney*) or to make any demand or enquiry as to the nature or sufficiency of any payment received by it, or to present or file

any claim or notice or take any other action whatsoever with respect to the relevant IP Rights. No action taken by or omitted to be taken by the Pledgee in good faith shall give rise to any defence, counterclaim or set-off against the Pledgee or otherwise affect any of the Secured Obligations.

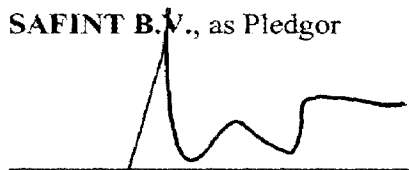
7. GOVERNING LAW AND JURISDICTION

- 7.1 The Agreement shall be governed by and construed in accordance with the laws of The Netherlands.
- 7.2 In so far as the rules of private international law of a country or jurisdiction other than The Netherlands require that for purposes of validity or enforceability, any part of the Pledge of IP Rights or any part of a Supplemental Pledge of IP Rights must be governed by and construed in accordance with the laws of a country or jurisdiction other than The Netherlands, that part of the Pledge of IP Rights or a Supplemental Pledge of IP Rights shall be governed by and construed in accordance with the laws of such country or jurisdiction.
- 7.3 The parties hereto irrevocably agree that the court of first instance (*Rechtbank*) of Amsterdam, The Netherlands shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the Agreement subject to ordinary appeal (*hoger beroep*) and final appeal (*cassatie*).
- 7.4 Nothing in the Agreement will limit the right of the Pledgee to take proceedings against the Pledgor in any other court of competent jurisdiction, nor will the taking of proceedings in one or more jurisdictions prevent proceedings being taken in any other jurisdiction, whether concurrently or not.

IN WITNESS whereof this Extract has been duly executed on the date first above written.

for and on behalf of

SAFINT B.V., as Pledgor

A handwritten signature in black ink, appearing to read 'DIEGO SALVADOR', is written over a horizontal line. The signature starts with a large, sweeping initial 'D' that crosses the line, followed by several smaller, connected letters.

Name : DIEGO SALVADOR

Title : Attorney-in-Fact

for and on behalf of

UNICREDIT BANCA MOBILIARE S.p.A., as Pledgee

Name :

Title : Authorised Signatory

IN WITNESS whereof this Extract has been duly executed on the date first above written.

for and on behalf of

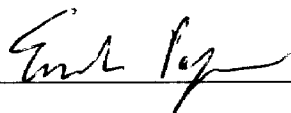
SAFINT B.V., as Pledgor

Name :

Title : **Attorney-in-Fact**

for and on behalf of

UNICREDIT BANCA MOBILIARE S.p.A., as Pledgee



Name : **ENESTINO PEGORINI**

Title : **Authorised Signatory**

EXCERPT OF ANNEX 1

Registration or Application No.	Mark
U.S. Application No. 76/522,537	OXYDO
U.S. Registration No. 1,917,163	BLUE BAY

MAILING CERTIFICATE

I hereby certify that this paper or fee is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below addressed to

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

Date of Deposit: 6/30/2003

Name: Kimberly Bittinger
Kimberly Bittinger

James R. Meyer
Direct Dial: 215-751-2622
Direct Fax: 215-972-7677
Internet Address: jmeyer@schnader.com

June 30, 2003

Our Ref.: 0851534-0009/ 410US & 530US2

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

***Re: Recordation of Security Agreement between Safint B.V. and
Unicredit Banaca Mobiliare S.p.A.***

Dear Sir or Madam:

With respect to the above-referenced matters, enclosed are the following:

1. Recordation Form Cover Sheet for Application No. 76/522,537 and Registration No. 1,917,163;
2. Extracts of Agreement and Deed of Pledge of the IP Rights between Safint B.V. and Unicredit Banca Mobiliare S.p.A.;
3. Substitute Correspondent, Power of Attorney and Designation of Domestic Representative;
4. Check in the amount of \$65.00;
5. Return postcard.

Please record the security interest for the above-referenced matter and kindly acknowledge receipt of this letter and its enclosures by date-stamping the enclosed postcard with the official stamp and returning the postcard.

Thank you for your assistance in this matter.

Respectfully submitted,



James R. Meyer

For SCHNADER HARRISON SEGAL & LEWIS LLP

Enclosures