

FORM PTO-1619A

Expires 06/30/99
OMB 0851-0027

12-17-1999



101195390

U.S. Department of Commerce
Patent and Trademark Office
PATENT

RECORDATION FORM COVER SHEET
PATENTS ONLY

MRD
12.16.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment

License

Merger

Security Agreement

Change of Name

Other _____
U.S. Government

(For Use ONLY by U.S. Government Agencies)

Departmental File

Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) BankBoston, N.A.

Name (line 2) _____

Execution Date
Month Day Year
Dec 13 1999

Second Party

Name (line 1) _____

Name (line 2) _____

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Fleet Capital Corporation

Name (line 2) _____

Address (line 1) Suite 300

Address (line 2) 5950 Sherry Lane

Address (line 3) Dallas Texas 75225

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

12/20/1999 TTON11 00000029 3019069

FOR OFFICE USE ONLY

01 FC:581 320.00 OP
02 FC:584 120.00 DP
03 FC:580 40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010272 FRAME: 0841

FORM PTO-1619B

Expires 06/30/99

OMB 0651-0027

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U.S. Department of Commerce

Patent and Trademark Office

PATENT

Correspondent Name and Address

Area Code and Telephone Number

214-745-5374

Name James J. Murphy, Esq.

Address (line 1) Winstead Sechrest & Minick

Address (line 2) 5400 Renaissance Tower

Address (line 3) 1201 Elm Street

Address (line 4) Dallas, Texas 75270-2199

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

18

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

07/642,720 07/825,241

5,019,069 5,176,669 5,536,350

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

Number of Properties

Enter the total number of properties involved

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 320.00

Method of Payment: Enclosed [X] Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

James J. Murphy, Esq.

James J. Murphy Signature

Dec. 15, 1999

Name of Person Signing

Date

ASSIGNMENT OF SECURITY INTEREST IN PATENTS

THIS ASSIGNMENT OF SECURITY INTEREST IN PATENTS is entered into this 13th day of December, 1999, between BankBoston, N. A., a national banking association having a place of business at 115 Perimeter Center Place, N. E., Suite 500, Atlanta, Georgia 30346 ("Assignor"), and Fleet Capital Corporation, a Rhode Island Corporation having a place of business at 5950 Sherry Lane, Suite 300, Dallas, Texas 75225 ("Assignee").

WITNESSETH:

WHEREAS, Assignor as agent for itself and other banks and lending institutions, is holder of a Security Interest in certain patents of Drypers Corporation (collectively the "Patents") pursuant to a Grant Of Security Interest In Patents, dated April 1, 1998, a copy of which is attached hereto as Exhibit A.

WHEREAS, Assignor desires to assign, transfer and convey the Security Interest to Assignee in accordance with the terms and conditions hereinafter provided.

WHEREAS, Assignee is willing to accept said Assignment in accordance with the terms and conditions hereinafter provided and subject to the terms and conditions of the Grant of Security Interest In Patents.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, the sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment, the Security Interest in and to the Patents, subject to the terms and conditions of the Grant of Security Interest In Patents, including without limitation the security interest in all proceeds therefrom (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements thereof.

2. Assignor represents and warrants that it has the full right and power to enter this Assignment of Security Interest In Patents and that it has made no previous assignment, transfer or agreement in conflict herewith or with the terms and conditions of the Grant of Security Interest In Patents

3. This Assignment of Security Interest In Patents encompasses the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof, and shall be governed, construed and enforced in accordance with the laws of the State of Texas and the United States of America.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Assignment effective as of the date above and in the capacities shown below.

ASSIGNOR:

BANKBOSTON, N. A.
a national banking association

By: H Michael Wills
Name: H. Michael Wills
Title: Authorized Officer

ASSIGNEE:

FLEET CAPITAL CORPORATION
a Rhode Island Corporation

By: H Michael Wills
Name: H. Michael Wills
Title: Senior Vice President

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237:5147-59

GRANT OF SECURITY INTEREST IN PATENTS

THIS GRANT OF SECURITY INTEREST IN PATENTS ("Agreement"), dated as of April 1, 1998, is executed by DRYPERS CORPORATION, a Delaware corporation ("Debtor"). 5300 Memorial, Suite 900, Houston, Texas 77007, in favor of BANKBOSTON, N.A., a national banking association ("BankBoston"), not in its individual capacity but solely as agent for itself and each of the other banks or lending institutions (each a "Bank" and, collectively, the "Banks") which is or may from time to time become a signatory to the Credit Agreement (hereinafter defined) or any successor or permitted assignee thereof (BankBoston in its capacity as agent, together with its successors in such capacity, the "Agent"), 115 Perimeter Center Place, N.E., Suite 500, Atlanta, Georgia 30346.

RECITALS:

A. The Debtor, the Agent and the Banks have entered into that certain Credit Agreement of even date herewith (such Credit Agreement, as the same may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor and the Agent have entered into that certain Borrower Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Agent a lien on and security interest in certain collateral described therein, including all patents, patent applications, and patent rights now or hereafter owned by the Debtor, and all reissues, renewals, modifications, divisions, continuations, extensions and continuations-in-part thereof, including without limitation those described on Exhibit "A" attached hereto (collectively, the "Patents").

C. It is a condition precedent to the Agent's and the Banks' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Patents in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement, to Agent for the pro rata benefit of the Banks, as security for the payment and performance of the Obligations (as defined in the Credit Agreement), in and to Debtor's entire right, title and interest in the Patents, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all

license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, (ii) no Letters of Credit (as defined in the Credit Agreement) are outstanding, and (iii) all Commitments (as defined in the Credit Agreement) have terminated, the Agent shall execute, acknowledge and deliver to Debtor such statements, documents or other instruments in writing as may reasonably be requested by Debtor to release its security interest in the Patents, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

3. Debtor represents and warrants that it has the full right and power to grant the security interest in the Patents made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Patents.

4. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by Agent and Debtor. This Agreement shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Agent and its respective successors and assigns. **THIS AGREEMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE PATENTS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By accepting this Agreement, Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Patents.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

DRYPERS CORPORATION

By: 

Name: WALTER V. KLEMP
Title: CHAIRMAN AND CO-CEO

BANKBOSTON, N.A., as Agent

By: 

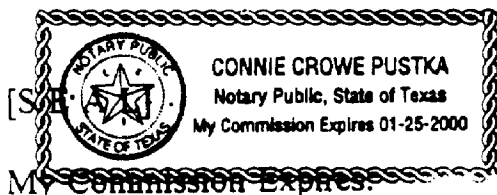
Name: RANDALL A. PARRISH
Title: VICE PRESIDENT

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was ACKNOWLEDGED before me on April 1, 1998, by Walter V. Kemp, Chairman and Co-CEO of DRYPERS CORPORATION, a Delaware corporation, on behalf of said corporation.



Connie Crowe Pustka
Notary Public - State of Texas

CONNIE CROWE PUSTKA
Printed Name of Notary Public

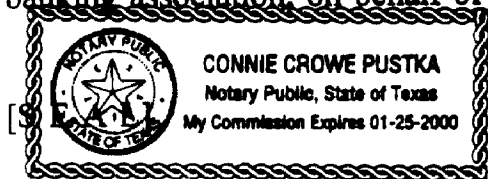
1-25-2000

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was ACKNOWLEDGED before me on April 1, 1998, by Randall A. Parrish, Vice President of BANKBOSTON, N.A., a national banking association, on behalf of said association.



Connie Crowe Pustka
Notary Public - State of Texas

CONNIE CROWE PUSTKA
Printed Name of Notary Public

1-25-2000

DB980570186
033098 v3
316:5147-59

EXHIBIT "A"

Patents

DA962110402

PATENT
REEL: 010272 FRAME: 0848

**DRYPERS CORPORATION
PENDING AND REGISTERED PATENTS**

COUNTRY	TITLE	REGISTRATION/ APPLICATION NO.	STATUS
Argentina	Disposable Diaper With Cuff	97/0102665	Pending
Argentina	Absorbent Articles With Improved Rash-Preventing Properties	980100254	Pending
United Kingdom	Disposable Garment With Noodle Cuff and Method for Manufacturing Same	95933949.0	Pending
United Kingdom	Disposable Garment With De-elasticized Elastic Members and Method for Making Same	95925337.8	Pending
United States	Tapeless Super- Absorbent Disposable Diaper	5,019,069	Issued
United States	Tapeless Super- Absorbent Disposable Diaper	5,176,669	Issued
United States	Disposable Garment With Noodle Cuff and Method for Manufacturing Same	5,536,350	Issued
United States	Disposable Garment With De-elasticized Elastic Members and Method for Making Same	5,622,581	Issued

0612666

COUNTRY	TITLE	REGISTRATION/ APPLICATION NO.	STATUS
United States	Disposable Garment with Noodle Cuff and Method for Manufacturing Same	642,720	Pending
United States	Absorbent Articles With Improved Rash-Preventing Properties	853,267	Pending
United States	Absorbent Articles With Improved Rash-Preventing Properties	923,195	Pending
United States	Disposable Absorbent Article With Improved Odor Absorbency	825,241	Pending
United States	Laundry Compositions Having Antistatic and Fabric Softening Properties, and Laundry Detergent Sheets Containing the Same		Pending
United States	Laundry Detergent/Fabric Softener and Sanitizer	769,391	Pending
WIPO	Disposable Garment With Noodle Cuff and Method for Manufacturing Same		
WIPO	Disposable Diaper With Cuff	US96/13944	Pending

EXHIBIT A