

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies):

Permacharge Corporation

2. Name and address of receiving party(ies)

Name: Cardinal Growth, LP

Internal Address: Suite 5500

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: November 28, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____
(see attached)

B. Patent No.(s) _____
(see attached)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stacy P. Chronopoulos

Internal Address: Pedersen & Houpt

Suite 3100

Street Address: 161 North Clark Street

City: Chicago State: IL Zip: 60601

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500276

Docket # 200001228

DO NOT USE THIS SPACE

9. Signature.

Stacy P. Chronopoulos
Name of Person Signing


Signature

3/22/02
Date

Total number of pages including cover sheet, attachments and documents: 9

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

Pending Patent Applications

1. Electret Composition Adapted for High-Speed Printing
Ser. No.: 09/668,397
2. Charged Films Having High Ink Absorbency For Printing on Inkjet Printers
Ser. No.: 09/694,250

Patent Registrations

1. Apparatus and Method For Printing on and Polarizing Polymer Electret Film
Patent No.: 5,477,784
2. Electret Film Composition Adapted for Printing on Computer Printers and the Like
Patent No.: 5,904,985
3. Electret Film Composition Adapted for Printing on Inkjet Printers
Patent No.: 5,989,685
4. Method for Controlling Arcing While Charging a Web
Patent No.: 6,143,255
5. Electret Film Composition For Printing on Computer Printers and the Like
Patent No.: 6,284,339

ASSIGNMENT OF UNITED STATES PATENTS

THIS ASSIGNMENT OF UNITED STATES PATENTS (the "Assignment"), dated as of this 28 day of November, 2001, is entered into by and between Permacharge Corporation., a New Mexico corporation ("Assignor") and Cardinal Growth, L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignor owns the United States patents and patent applications listed on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Security Agreement of dated Nov. 28, 2001 ("IP Security Agreement"), pursuant to which Assignor has granted to Assignee a security interest in certain intellectual property of Assignor including, but not limited to, all now owned or hereafter acquired United States patents, patent applications and all amendments, issues, reissues, divisions, continuations and continuations-in-part, renewals and re-examinations thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements, damages and royalties thereof, all other rights and benefits corresponding thereto throughout the world, including any benefits and priority rights under any applicable convention, and all proceeds and products of any of the foregoing (collectively, the "Patent Collateral") in order to secure the payment of all amounts owing by Assignor pursuant to the Loan Agreement entered into by the parties on October 23, 2001 ("Loan Agreement"); and

WHEREAS, as a condition precedent to the consummation of the transaction contemplated by the Loan Agreement, Assignor hereby agrees to execute this Assignment in order to perfect the security interest granted by Assignor to Assignee in and to the Patent Collateral pursuant to the IP Security Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual promises and covenants contained in the IP Security Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The IP Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms as set forth in IP Security Agreement.
- 2.
3. Assignment. To secure the complete and timely satisfaction of all of the obligations under the Loan Agreement (the "Obligations"), Assignor hereby grants, assigns, transfers, conveys and sets over onto Assignee, all of Assignor's right, title and interest in and to the Patent Collateral.
- 4.
5. New Patents. Assignor represents and warrants that the patents listed on Exhibit A constitute all of the United States patents and patent applications now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, or (ii) become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Exhibit A to include any future Patents. Notwithstanding the foregoing, the failure of Assignee to modify Exhibit A shall not effect a waiver of Assignee's rights in and to such Patent Collateral.
- 6.
7. License. So long as no event of default occurs and is continuing under the Loan Agreement, Assignor shall have the exclusive non-transferable right and license to manufacture, market, distribute, use, assemble, sell and/or lease in the United States the inventions disclosed and claimed in the patents assigned hereunder for Assignor's own benefit and account and for none other. Following the occurrence and continuance of an event of default under the Loan Agreement, Assignee shall have all rights and powers with respect to the Patent Collateral.
- 8.
9. Power of Attorney. Assignor shall be deemed to have constituted and appointed Assignee its true and

lawful attorney-in-fact with full power of substitution either in the name of Assignee or in the name of Assignor, to exercise any of the powers granted to Assignee herein. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability with respect to any of the Patent Collateral. Assignor shall and does hereby grant, agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur by reason of its performance of any action authorized under this Section 5 and of and from any and all claims and demands whatsoever which may be undertaken on its part to perform or discharge any of the terms, covenants or agreements of Assignor. In the exercise of powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor, its successors and assigns.

10.

11. Parties Intentions. Although it is the intention of the parties that the Assignment contained herein shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that until an event of default occurs and is continuing under the Loan Agreement, Assignor shall have all rights, powers and obligations with respect to the Patent Collateral pursuant to the license granted hereunder.

12.

13. Assignment to Assignor. Upon payment and performance in full by Assignor of the Obligations, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to vest in Assignor full title to the Patent Collateral. Assignor agrees to pay all reasonable expenses, including but not limited to, all filing fees incurred by Assignee in execution and delivery of all documents necessary to vest full title in Assignor.

14.

15. Successors. Each and all of the covenants and obligations of this Assignment shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions contained in the Loan Agreement and the IP Security Agreement.

16.

17. Miscellaneous. This Assignment shall be construed and interpreted in accordance with and governed by the laws of the State of New Mexico. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition and invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. However, nothing contained herein shall be deemed to limit any rights, powers or privileges which Assignee may have pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make lawful any transaction or conduct by Assignee which is lawful pursuant to, or which is permitted by, any of the foregoing.

18.

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IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute and deliver this Assignment as of the day and year first above written.

PERMACHARGE CORPORATION

By: *Joanna McNamara*
Name: JOANNA McNAMARA
Title: PRESIDENT

CARDINAL GROWTH, L.P.

By: *Joseph M. Encarnacion*
Name: Joseph M. Encarnacion
Title: President

STATE OF New Mexico)
COUNTY OF Sandoval) SS.

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Leana Nofinara, personally known to me to be the President of Permcharge Corporation, a New Mexico corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of November 2001.

Notary Public

Cheryl L. Groff

My Commission Expires:

5-10-03



STATE OF New Mexico)
COUNTY OF Sandoval) SS.

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that _____ personally known to me to be the _____ of Cardinal Growth, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2001.

Notary Public

My Commission Expires:

EXHIBIT A
INTELLECTUAL PROPERTY

Pending Trademark Applications

European Economic Union (EEU) Trademark App.
Serial #: 1,988,898
Intl. Class: 016
CLING Z

Trademark Registrations

| <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Owner(s)</u> | <u>Mark</u> |
|----------------|-----------------|------------------|---|-------------------|
| USA | 1,696,000 | 06/23/92 | Ioana McNamara dba Permacharge Corp. | WALL WRITE |
| USA | 2,050,952 | 04/08/97 | Ioana McNamara dba Permacharge Corp. | CLING Z |

Common Law Trademark Rights**Copyright Registrations**

| <u>Title of Work</u> | <u>Reg. No.</u> | <u>Creation Date</u> | <u>Reg. Date</u> | <u>Authors</u> | <u>Owners</u> |
|----------------------|-----------------|----------------------|------------------|----------------|---------------|
|----------------------|-----------------|----------------------|------------------|----------------|---------------|

Common Law Copyrights**Pending Patent Applications**

| <u>Title of Work</u> | <u>Country</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Inventor(s)</u> | <u>Owner(s)</u> |
|--|----------------|-------------------|--------------------|--------------------|-----------------|
| Electret Composition adapted for High-Speed Printing | USA | 9/668,397 | 09/22/00 | Scnft | Permacharge |
| Charged Films Having High Ink Absorbency For Printing on Inkjet Printers | USA | 9/694,250 | 10/23/00 | Scnft | Permacharge |
| Coated Electret Film Composition Adapted For Printing | JAPAN | 2000 524130 | 06/09/00 | Floegel | Permacharge |
| Electret Film Composition Adapted for Printing on Inkjet Printers | EUROPE | 9892 2441.5 | 07/28/00 | Hockaday | Permacharge |
| Coated Electret Film Composition for Printing | EUROPE | 9896 2041.4 | 12/09/98 | Floegal | Permacharge |

EXHIBIT A
(CONT.)

Patent Registrations

| <u>Title of Work</u> | <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Inventors</u> | <u>Owner(s)</u> |
|---|----------------|-----------------|------------------|---|-------------------|
| Metal Ion Monitoring <i>abandoned</i> | USA | 5,354,996 | 10/11/94 | Jeffery K. Griffith Teresa A. Coons Jack E. Floegel | Permacharge Corp. |
| Apparatus and Method For Printing on and Polarizing Polymer Electret Film | USA | 5,477,784 | 12/26/95 | Jack E. Floegel | Permacharge Corp. |
| Electret Film Composition Adapted for Printing on Computer Printers and the Like | USA | 5,904,985 | 05/18/99 | Calvin B. Ward Robert G. Hockaday | Permacharge Corp. |
| Electret Film Composition Adapted for Printing on Inkjet Printers | USA | 5,989,685 | 11/23/99 | Robert G. Hockaday | Permacharge Corp. |
| Method for Controlling Arcing While Charging A Web | USA | 6,143,255 | 11/07/00 | Donna S. Cowell Senft | Permacharge Corp. |
| Electret Film Composition For Printing on Computer Printers and the Like | USA | 6,284,339 | 09/04/01 | Jack E. Floegel Calvin Ward | Permacharge Corp. |