


Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼

RECORDATION FOR PATENT

06-26-2002

102134716

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
FIRST FARMERS AND MERCHANTS NATIONAL BANK

6.19.02

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment of Security Interest in Patents

Execution Date: May 10, 2002

2. Name and address of receiving party(ies)
Name: TENNESSEE FARMERS LIFE INSURANCE COMPANY

Internal Address: _____

Street Address: 147 Bear Creek Pike

City: Columbia State: TN Zip: 38401

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)

B. Patent No.(s)

5057597

5116513

Additional numbers attached? Yes No

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

Name: Stephen Joseph Brown

Internal Address: Mayer Brown Rowe & Maw

Street Address: P.O. Box 2828

City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 1,840.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(Attach duplicate copy of this page if paying by deposit account)

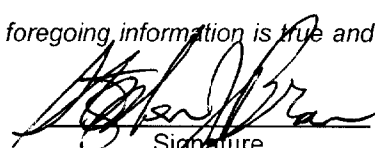
06/26/2002 RHWED1 0000062 5057597
01 FC:581 1840.00 DP

DO NOT USE THIS SPACE

9. 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.

Stephen Joseph Brown
Name of Person Signing



Signature

6/19/02

Date

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

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

1. Name of conveying party(ies):

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

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Yes No

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

A. Patent Application No.(s)

B. Patent No.(s)

5152902 _____
5219952 _____
5221733 _____
5250293 _____
5284512 _____

Additional numbers attached?

Yes No

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

1. Name of conveying party(ies):

_____	_____
_____	_____
_____	_____

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

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Street Address: _____
City: _____ State: _____ ZIP: _____

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

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

A. Patent Application No.(s)

B. Patent No.(s)

5296578 _____
5315010 _____
5350735 _____
5373086 _____
5373088 _____

Additional numbers attached? Yes No

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

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

A. Patent Application No.(s)

B. Patent No.(s)

5391764

5466779

5491213

5498410

5508434

Additional numbers attached? Yes No

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Yes No

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Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

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

A. Patent Application No.(s)

B. Patent No.(s)

5521257

5552516

5580840

5593947

5607623

Additional numbers attached?

Yes No

RECORDATION FORM COVER SHEET
PATENTS ONLY

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Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

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)

B. Patent No.(s)

5612384

5635447

5646133

5661103

5681555

Additional numbers attached?

Yes No

RECORDATION FORM COVER SHEET
PATENTS ONLY

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Internal Address: _____
Street Address: _____
City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached?

Yes No

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

A. Patent Application No.(s)

B. Patent No.(s)

5681920

5709890

5756595

5783523

5814582

Additional numbers attached?

Yes No

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

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

A. Patent Application No.(s)

B. Patent No.(s)

5827512 _____
5847013 _____
5854177 _____
5861356 _____
5872285 _____

Additional numbers attached?

Yes No

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

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Street Address: _____

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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)

B. Patent No.(s)

5907057

RE36234

5935909

5939517

5939518

Additional numbers attached?

Yes No

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

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_____	_____
_____	_____
_____	_____

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Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

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Street Address: _____

City: _____ State: _____ ZIP: _____

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Yes No

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

A. Patent Application No.(s)

B. Patent No.(s)

5939522

5998491

5998492

6005069

Additional numbers attached?

Yes No

02/22/00

03-24-2000

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

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

RECEIVED

FEB 22 PM 3:38

OPR/FINANCE



101295396

RECORDATION FORM COVER SHEET PATENTS ONLY

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
 - Security Agreement
 - License
 - Change of Name
 - Merger
 - 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) Donlar Corporation Execution Date 12 30 1999
 Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date _____
 Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) First Farmers and Merchants National Bank
 Name (line 2) _____
 Address (line 1) South Garden Street
 Address (line 2) _____
 Address (line 3) Columbia Tennessee 38401
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 Lewis F. Gould, Jr., Esquire
 Address (line 1) Duane, Morris & Heckscher TLP
 Address (line 2) One Liberty Place
 Address (line 3) Philadelphia, PA 19103
 Address (line 4) _____

03/23/2000 DCOATES 00000109 5037597

01 FC:581

1840.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 012973 FRAME: 0961

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,057,597"/>	<input type="text" value="5,219,952"/>	<input type="text" value="5,284,512"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,116,513"/>	<input type="text" value="5,221,733"/>	<input type="text" value="5,296,578"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,152,902"/>	<input type="text" value="5,250,293"/>	<input type="text" value="5,315,010"/>

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. Month Day Year

Patent Cooperation Treaty (PCT)

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

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

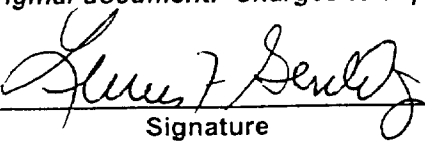
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Lewis F. Gould, Jr.  Feb 15, 2000

Name of Person Signing Signature Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

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Application Number(s) or Patent Number(s)

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Patent Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

<input type="text"/> 5,350,735	<input type="text"/> 5,491,213	<input type="text"/> 5,580,840
<input type="text"/> 5,373,086	<input type="text"/> 5,498,410	<input type="text"/> 5,593,947
<input type="text"/> 5,373,088	<input type="text"/> 5,508,434	<input type="text"/> 5,607,623
<input type="text"/> 5,391,764	<input type="text"/> 5,521,257	<input type="text"/> 5,612,384
<input type="text"/> 5,466,779	<input type="text"/> 5,552,516	<input type="text"/> 5,635,447

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

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Application Number(s) or Patent Number(s)

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Patent Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

5,646,133	5,756,595	5,854,177
5,661,103	5,783,523	5,861,356
5,681,555	5,814,582	5,872,285
5,681,920	5,827,512	5,907,057
5,709,890	5,847,013	RE36,234

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

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Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

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Execution Date
Month Day Year

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

5,935,909	5,998,492	<input type="text"/>
5,939,517	6,005,069	<input type="text"/>
5,939,518	<input type="text"/>	<input type="text"/>
5,939,522	<input type="text"/>	<input type="text"/>
5,998,491	<input type="text"/>	<input type="text"/>

ASSIGNMENT OF SECURITY INTEREST IN PATENTS

THIS ASSIGNMENT is made as of May 10, 2002, by FIRST FARMERS AND MERCHANTS NATIONAL BANK whose address is 816 South Garden Street, Columbia, Tennessee 38401 (the "**Assignor**"), in favor of Tennessee Farmers Life Insurance Company, a Tennessee corporation licensed under the laws of Tennessee to sell life insurance (the "**Assignee**") whose address is 147 Bear Creek Pike, Columbia, TN 38401.

WITNESSETH:

WHEREAS, Assignor was the holder of a certain promissory note, dated December 30, 1999, in the maximum principal amount of \$17,639,648 made by DONLAR CORPORATION, an Illinois corporation ("**Borrower**") to the order of Assignor (the "**First Farmers Note**");

WHEREAS, in order to secure the First Farmers Note, the Borrower and the Assignor executed that certain "Patent Security Assignment," dated as of December 30, 1999 (the "**Patent Security Agreement**"), pursuant to which the Borrower granted the Assignor a security interest in all of the patents listed on Schedule A to the Patent Security Agreement, which Patent Security Agreement was subsequently filed with the United States Patent and Trademark Office pursuant to the filing attached hereto as Exhibit A; and

WHEREAS, Assignee has subsequently purchased the First Farmers Note from the Assignor and the Assignor has sold and transferred the First Farmers Note to the Assignee, and in connection therewith, Assignor has agreed to assign to Assignee all of its rights and interests in the Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer and assign to Assignee, its successors and assigns without recourse, representation or warranty all of Assignor's right, title and interest in the Patent Security Agreement.

THIS ASSIGNMENT is made without recourse to or against Assignor and without representation or warranty whatsoever except that Assignor represents that it has granted no other interest or right of any kind whatsoever in the Patent Security Agreement to any other party except pursuant to this Assignment.

Intentionally Left Blank

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Interest in Patents.

FIRST FARMERS AND MERCHANTS
NATIONAL BANK, as Assignor

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Acknowledged, Consented to and Agreed,

DONLAR CORPORATION

By: *Larry P. Koskan*
Name: LARRY P. KOSKAN
Title: PRESIDENT

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Interest in Patents.

FIRST FARMERS AND MERCHANTS
NATIONAL BANK, as Assignor

By: C. Richard Bobo
Name: C. Richard Bobo
Title: Senior Vice President

Attest:

Linda McCray
Name: Linda J. McCray
Title: Just Assistant

Acknowledged, Consented to and Agreed,

DONLAR CORPORATION

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
) SS.
COUNTY OF Maury)

I, Judy Hickman a notary public in and for said County, in the State aforesaid, do hereby certify that C. Richard Bobo, personally known to me to be the Senior Vice President of FIRST FARMERS AND MERCHANTS NATIONAL BANK, a national banking association, and Martha M. McKennon, personally known to me to be the Vice President and Secretary to the Board of said national banking association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged, in their respective capacities as Senior Vice President and Vice Present and Secretary to the Board, that they have signed and delivered the said Assignment of Security Interest in Patents and caused the seal of said national banking association to be affixed thereto, pursuant to authority given by the Board of Directors of said national banking association as their free and voluntary act and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of May, 2002.

Judy Hickman
Notary Public

Commission expires: 5/24/05

PATENT SECURITY ASSIGNMENT

This PATENT SECURITY ASSIGNMENT ("**Assignment**") is made and entered into as of the 30th day of December, 1999, between DONLAR CORPORATION, an Illinois corporation having a mailing address at 6502 South Archer Avenue, Bedford Park, IL 60501 (the "**Assignor**"), and FIRST FARMERS AND MERCHANTS NATIONAL BANK, a national bank having a mailing address at South Garden Street, Columbia, TN 38401 (the "**Assignee**").

BACKGROUND

A. In order to induce the Assignee to increase a loan to Donlar Corporation, in the approximate maximum principle amount of \$17,639,648.21, which funds will be loaned to Assignor, Assignor has agreed to assign to the Assignee a security interest in certain patent rights, as herein provided.

B. Any term used but not defined herein shall have the meaning given to such term in the Amended and Restated Note from Assignor to the Assignee in the approximate principal amount of \$17,639,648.21 dated December 30, 1999(the "**Note**") or in the Second Modification of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "**Mortgage**").

NOW THEREFORE, in consideration of the premises, and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Patents. To secure the complete and timely payment and satisfaction of all Obligations, the Assignor hereby grants, assigns and conveys to the Assignee a security interest in and to all of the patents, patents pending, and license for patents of the Assignor, all including, but not limited to, listed in Schedule A and Schedule B hereto (collectively called the "**Patents**"), including without limitation, all rights owned by Assignor corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all proceeds thereof.

2. Warranties and Representations. The Assignor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, subject only to existing licenses; and

(c) The Assignor has the unqualified right to enter into this Assignment and perform its terms.

3. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under this Assignment or the Note or the Mortgage; and (b) any violation by the Assignor of any representation, warranty or covenant contained in this Assignment and any modification or amendment hereof which is not waived or cured and remedied within thirty (30) calendar days after notice thereof to the Assignor.

4. Assignor's Right to Use Patents. Unless and until an Event of Default shall occur and be continuing, the Assignor shall retain the legal and equitable title to the Patents and shall have the right to use the Patents in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Patents or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignor from failing to renew or otherwise abandoning any item included within the Patents if, in the Assignor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that Assignor shall notify the Assignee and acquire prior written consent from Assignee of any abandonment or failure to renew of any item included within the Patents.

5. Assignee's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Assignment, the Note and the Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois or elsewhere, the whole or from time to time any part of the Patents, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of the Patents shall be given to the Assignor at least five (5) calendar days before the time of any intended public or private sale or other disposition of the Patents is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Note (including renewals or substitutions therefor) or the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released. Anything else herein to the contrary notwithstanding, upon the occurrence of an Event of Default, Assignee shall not sell or license the Patents or any interest therein for a period of 90 days ("Grace Period") during which time Assignor shall use its best efforts to sell in a commercially reasonable manner the whole or any part of the Patents or any interest the Assignor may have therein. Any sale of the Patents shall be subject to the Assignee's approval, in its sole discretion, unless the proceeds of sale will pay the Obligations in full. The proceeds of any sale, after payment of the expenses of sale, shall be applied only to the payment of the Obligations until the Obligations have been paid in full, and thereafter as directed by Assignor. If, after such Grace Period, any part of the Obligations remains unpaid, Assignor may exercise

its right to sell or dispose of the remainder of the whole or any part of the Patents or any interest the Assignee may have therein in the manner set forth above.

6. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Assignee to use and sell the invention disclosed and claimed in the Patents, or to grant or issue any exclusive or non-exclusive license under the Patents to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Assignment.

7. Termination. At such time as the Assignor shall completely satisfy all of the Obligations and all other liabilities of the Assignor to the Assignee, and the obligations of the Assignee under the Note have terminated, the Assignee shall execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Patents, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

8. Protection of Patents.

(a) The Assignor shall take all actions reasonably necessary to protect and defend the Patents and shall institute such proceedings to enforce the Patents and any licenses thereunder as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement.

(b) If an Event of Default shall have occurred and be continuing, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Patents and any license thereunder, in which event the Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement.

9. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

10. Cumulative Rights. All of the Assignee's rights and remedies with respect to the Patents, whether established hereby or by the Note or by the Mortgage, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Amendment. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Paragraph 4.

13. Successors and Assigns. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Governing Law. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the state of Tennessee.

15. Judicial Proceedings. Each party to this Assignment agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Assignment or the dealings of the parties with respect hereto, shall be tried only by a court in Maury County, Tennessee, and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Assignor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS ASSIGNMENT AND THAT THE ASSIGNEE WOULD NOT EXTEND CREDIT TO THE ASSIGNOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS ASSIGNMENT.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

DONLAR CORPORATION

[Signature]

By: *[Signature]*
Name: CLARET P. HOSKIN
Title: PRESIDENT

ATTEST:

FIRST FARMERS AND MERCHANTS
NATIONAL BANK
Assignee

[Signature]

By: *[Signature]*
Name: ANTHONY BEYER
Title: SVP.

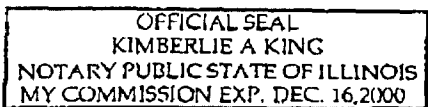
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS :
 : SS.
COUNTY OF :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of December, 1999, personally appeared Larry P. Kostan to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the President of DONLAR CORPORATION, an Illinois corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

Kimberlie A. King

Notary Public



My Commission Expires: 12-16-00

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ~~ILLINOIS~~: Tennessee

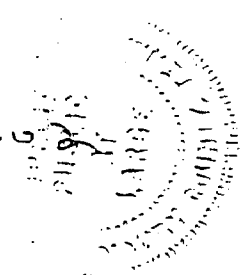
COUNTY OF Mauzy

: SS
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Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31 day of December, 1999, personally appeared Anthony Beyer to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the E.V.P. of FIRST FARMERS AND MERCHANTS NATIONAL BANK, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that (a)he acknowledged said instrument to be the free act and deed of said corporation.

E. San Anderson
Notary Public

My Commission Expires: 7-22-00



SCHEDULE A

<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
5,057,597	USA	10/15/1991	Process for the manufacture of anhydro polyamino acids and polyamino acids
5,116,513	USA	05/26/1992	Polyaspartic acid as a calcium sulfate and a barium sulfate inhibitor
5,152,902	USA	10/06/1992	Polyaspartic acid as a calcium carbonate and a calcium phosphate inhibitor
5,219,952	USA	06/15/1993	Production of high molecular weight polysuccinimide and high molecular weight polyaspartic acid from maleic anhydride and ammonia
5,221,733	USA	06/22/1993	Manufacture of polyaspartic acids
5,250,293	USA	10/05/1993	Method for the treatment of hypersensitivity diseases by administration of anionic polymers
5,284,512	USA	02/08/1994	Polyaspartic acid and its salts for dispersing suspended solids
5,296,578	USA	03/22/1994	Production of polysuccinimide and polyaspartic acid from maleic anhydride and ammonia
5,315,010	USA	05/24/1994	Polyaspartic acid manufacture
5,350,735	USA	09/27/1994	Composition and method for enhanced fertilizer uptake by plants
5,373,086	USA	12/13/1994	Polyaspartic acid having more than 50% .beta. form and less than 50% .alpha. form
5,373,088	USA	12/13/1994	Production of polyaspartic acid from maleic acid and ammonia
5,391,764	USA	02/21/1995	Polyaspartic acid manufacture
5,466,779	USA	11/14/1995	Production of polysuccinimide
5,491,213	USA	02/13/1996	Production of polysuccinimide
5,498,410	USA	03/12/1996	Method for the treatment of eosinophil-associated conditions with anionic polymers

<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
5,508,434	USA	04/16/1996	Production of a polysuccinimide and derivatives thereof in the presence of a sulfur-containing dehydrating agent
5,521,257	USA	05/28/1996	Hydrolysis of polysuccinimide to produce low-color polyaspartic acid and salts thereof
5,552,516	USA	09/03/1996	Soluble, crosslinked polyaspartates
5,580,840	USA	12/03/1996	Method and composition for preservation of cut flowers
5,593,947	USA	01/14/1997	Method for more efficient uptake of plant growth nutrients
5,607,623	USA	03/04/1997	Inhibition of carbon dioxide corrosion of metals
5,612,384	USA	03/18/1997	Superabsorbing polymeric networks
5,635,447	USA	07/03/1997	Polyorganic acids and their analogues to enhance herbicide effectiveness
5,646,133	USA	07/08/1997	Polyaspartic acid and its analogues in combination with insecticides
5,661,103	USA	08/26/1997	Seed treatment composition and method
5,681,555	USA	10/28/1997	Method for the treatment of bronchial asthma by parenteral administration of anionic polymers
5,681,920	USA	10/28/1997	Process for production of a polysuccinimide and derivatives thereof
5,709,890	USA	01/20/1998	Polyaspartic acid and its analogues in combination with insecticides
5,756,595	USA	05/26/1998	Production of polysuccinimide in cyclic carbonate solvent
5,783,523	USA	07/21/1998	Method and composition for enhanced hydroponic plant productivity with polyamino acids
5,814,582	USA	09/29/1998	Method for enhanced plant productivity
5,827,512	USA	10/27/1998	Method for the treatment of bronchial asthma and like hypersensitivity diseases by administration of anionic polymers

<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
5,847,013	USA	12/08/1998	Superabsorbing polymeric networks
5,854,177	USA	12/29/1998	Method for enhanced hydroponic plant productivity with polymeric acids
5,861,356	USA	01/19/1999	Method and composition for enhanced plant productivity comprising fertilizer and cross-linked polyamino acid
5,872,285	USA	02/16/1999	Production of D,L-aspartic acid
5,907,057	USA	05/25/1999	Production of D,L-aspartic acid
RE36,234	USA	06/22/1999	Aspartic acid copolymers and their preparation
5,935,909	USA	08/10/1999	Treatment of tree seedlings to enhance survival rate
5,939,517	USA	08/17/1999	Production of succinimide copolymers in cyclic carbonate solvent
5,939,518	USA	08/17/1999	Polyaspartate (salt) by polymerizing aspartic acid and hydrolyzing
5,939,522	USA	08/17/1999	Production of polysuccinimide and polyaspartate in thioether solvents
5,998,491	USA	12/07/1999	Super-absorbing polymeric networks
5,998,492	USA	12/07/1999	Super-absorbing polymeric networks
6,005,069	USA	12/21/1999	Production of polysuccinimide and derivatives thereof in a sulfur-containing solvent

SCHEDULE B

<u>Patent No.</u>	<u>Title</u>	<u>Grant Date</u>
EP0598642	Process for the Manufacture of Anhydro Polyamino Acids and Polyamino Acids	
EP0688347	Polyaspartic Acid and its Salts for Dispersing Suspended Solids	11/24/99
EP0530358	Polyaspartic Acid as a Calcium Carbonate and a Calcium Phosphate Inhibitor	5/29/96
EP0530359	Polyaspartic Acid as a Calcium Sulfate and a Barium Sulfate Inhibitor	11/29/95
MX 163517	Production of Polysuccinimide and Polyaspartic Acid from Maleic Anhydride and Ammonia	12/9/96
AU 683143	Production of Polysuccinimide	2/19/98
EP0741701	Production of Polysuccinimide	6/25/99
EP0759948	Production of Polysuccinimide	11/24/99
AU 675476	Composition and Method for Enhanced Fertilizer Uptake by Plants	5/26/97
EG 20084	Composition and Method for Enhanced Fertilizer Uptake by Plants	5/31/97
MX 185338	Composition and Method for Enhanced Fertilizer Uptake by Plants	7/16/97
PL 173358	Composition and Method for Enhanced Fertilizer Uptake by Plants	9/8/97
ZA 98/0040	Method for Enhanced Plant Productivity	9/30/98
ZA 98/0039	Method and Composition for Enhanced Hydroponic Plant Productivity with Polyamino Acids	9/30/98
ZA 98/0038	Method and Composition for Enhanced Plant Productivity Comprising Fertilizer and Cross-linked Polyamino Acid	9/30/98
ZA 97/1841	Polyaspartic Acid and its Analogues in Combination with Insecticides	12/31/97

<u>Patent No.</u>	<u>Title</u>	<u>Grant Date</u>
ZA 97/1842	Polyorganic Acids and their Analogues to Enhance Herbicide Effectiveness	12/31/97