

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RECTICEL S.A./N.V.	01/26/2005
RECEIVING PARTY DATA	
Name:	FORTIS BANK S.A./N.V.
Street Address:	Montagne du Parc 3
City:	1000 Brussels
State/Country:	BELGIUM
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	09807938
Patent Number:	5028006
Patent Number:	6071619
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TRADEMARK AND PATENT PLEDGE AGREEMENT

DATED 26 JANUARY 2005

between

RECTICEL N.V.

as Pledgor

and

FORTIS BANK S.A./N.V.

as Security Agent

**Note: This Agreement is subject to the terms of an Intercreditor and Security Trust Agreement
(as defined herein)**

ALLEN & OVERY

ALLEN & OVERY LLP
Brussels

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TRADEMARK AND PATENT PLEDGE AGREEMENT

BETWEEN:

- (1) **RECTICEL NV**, a limited liability company (*naamloze vennootschap/société anonyme*) organised under the laws of Belgium, having its registered office at Plejadenlaan 15, Sint-Lambrechts-Woluwe, B-1200 Brussels, Belgium, registered with the Crossroads Bank for Enterprises (CBE) under number 0405.666.668, Commercial Court Brussels; (the "**Pledgor**");
- (2) **FORTIS BANK S.A./N.V.**, a bank organised under the laws of Belgium with its registered office at 3 Montagne du Parc, 1000 Brussels, acting in its own name as Finance Party under the Credit Facility Agreement referred to below, as a creditor in its own right under the joint creditorship undertaking pursuant to Clause 16.2 of the Intercreditor and Security Trust Agreement referred to below, and as Agent of the Finance Parties under the Credit Facility Agreement (the "**Security Agent**").

WHEREAS:

- (A) The Pledgor grants this Pledge in connection with the Credit Facility Agreement and the Intercreditor and Security Trust Agreement (each as defined below)
- (B) Pursuant to the Credit Facility Agreement (as defined below), the Original Lenders have agreed to make available to the Pledgor and certain of its subsidiaries, certain facilities on and subject to the terms of the Credit Facility Agreement.
- (C) The Pledgor owns certain trademarks and patents.
- (D) It is a condition under the Credit Facility Agreement that the Pledgor enters into this Agreement.
- (E) The Pledgor and the Security Agent wish to create a first ranking pledge in respect of the Trademark and Patents under the following terms (the "**Agreement**").
- (F) A Note Agreement has been entered into between the Note Issuer, the Pledgor and the purchasers named therein on July 27, 2004.
- (G) Pursuant to Clause 16.2 of the Intercreditor and Security Trust Agreement, this Pledge will be granted in favour of Security Agent on behalf of the Finance Parties and the Noteholders (as defined below).

IT HAS BEEN AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Credit Facility Agreement means the EUR 250,000,000 Credit Facility Agreement dated on or about the date of this Agreement, and made between Recticel N.V. as the Company and the

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Original Guarantor; the companies listed therein, together with the Company the "Original Borrowers"; Commerzbank Aktiengesellschaft, Fortis Bank S.A./N.V. and KBC Bank NV as mandated lead arrangers (whether acting individually or together the "Arranger"); the financial institutions listed therein as lenders (the "Original Lenders"), Fortis Bank S.A./N.V. as security agent (the "Security Agent"); Fortis Bank S.A./N.V. as facility agent (the "Facility Agent"); and Fortis Capital as facility agent for Facility C (as defined therein) (the "Facility C Agent"); and such additional Obligors and Lenders as may from time to time accede to the Credit Facility Agreement.

Finance Party means an Agent, the Arranger or a Lender under the Credit Facility Agreement.

Intercreditor and Security Trust Agreement means the intercreditor and security trust agreement dated 27 July 2004 between, among others, Recticel S.A./N.V., the companies listed in this Agreement as Subsidiary Obligors, Fortis Bank S.A./N.V. as Intercreditor Agent and Security Trustee and the creditors.

Noteholders means each of the Noteholders listed in Schedule 2 (*Noteholders*).

Note Financing Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly and severally or in any capacity whatsoever) of each Security Provider and each Obligor to any Noteholder under each Note Finance Document.

Pledge means the pledge of the Pledgors' Trademarks and Patents (as defined herein) created or arising pursuant to this Agreement.

Pledged Assets means the Trademarks and Patents.

Secured Liabilities includes the Senior Financing Liabilities and the Note Financing Liabilities.

Security Documents means such documentation as is required to put any Intercreditor Security in place in form and substance satisfactory to the Intercreditor Agent and Trustee and each of the Banks, provided that no Intercreditor Security shall be granted in favour of a Noteholder (as defined in the Intercreditor and Security Trust Agreement) unless such documentation is approved by such Noteholder.

Security Period means the period beginning on the date of this Agreement and ending on the date upon which the Security Agent is satisfied that all the Secured Liabilities which have arisen have been unconditionally and irrevocably paid and discharged in full or the security hereby created has been unconditionally and irrevocably released and discharged.

Senior Financing Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly and severally or in any other capacity whatsoever) of each Security Provider and each Obligor to any Finance Party under each Finance Document.

Trademarks and Patents means the trademarks, patents and trademark and patent applications listed in Schedule 1 of this Agreement.

Trademark and the Industrial Property Offices means, with respect to a Trademark or Patent listed in Schedule 1, the trademark office respectively industrial property office set out in Schedule 1 with respect to such Trademark or Patent.

Unless the context otherwise requires or unless otherwise defined in this Agreement, terms used in this Agreement shall bear the meaning given to such terms in the Intercreditor and Security Trust Agreement and the Credit Facility Agreement. In this Agreement, each reference to a document will be deemed to be a reference to such document as amended and/or supplemented by the parties to such document from time to time. Words importing the singular shall include the plural and vice versa. In the event of conflict, the provisions of the Intercreditor and Security Trust Agreement will prevail.

In this Agreement, a reference to the Security Agent is deemed to be a reference to the Security Agent, acting (i) in its own name as a Finance Party under the Credit Facility Agreement, (ii) as a creditor in its own right under the joint creditorship undertaking pursuant to Clause 16.2 of the Intercreditor Agreement, and as (iii) agent to the Finance Parties.

In this Agreement, the Security Agent is acting as an Intercreditor Agent and Trustee (as defined in the Intercreditor Agreement).

For the avoidance of doubt, the Security Agent has been appointed as joint creditor under the Intercreditor Agreement.

1.2 Successors and Assigns

The expressions "Security Agent", "Lender", "Finance Party", "Noteholder" and "Pledgor" include their respective successor, and in the case of the Security Agent, its nominee or such other person as may from time to time be appointed Security Agent for the Finance Parties and/or the Noteholders, and in the case of the Lenders, their respective transferees and assignees to whom any Secured Liability shall be transferred in accordance with Clause 24 of the Credit Facility Agreement.

1.3 Headings

Clause headings and the table of contents are inserted for the convenience of reference only and shall be ignored in the interpretation of this Agreement.

2. PLEDGE

2.1 Trademarks and Patents

The Pledgor hereby grants to the Security Agent a first ranking pledge (*gage en premier rang*) in accordance with the Law of 5 May 1872, over the Trademarks and Patents, together with all rights, claims or benefits pertaining to the Trademarks and Patents, the Pledgor has, or may have in the future, in relation to the Trademarks and Patents (the "Pledged Assets").

3. REGISTRATION OF THE PLEDGE

- 3.1 The Pledgor shall deliver to the Security Agent as soon as possible after the execution of this Agreement, but in any event no later than 31 January 2005, copies of the letters, sent together with any applicable forms by which the Trademark or the Industrial Property Offices or any other appropriate registration authority are notified of the pledge over the Trademarks and Patents and requested to register the pledge in the related trademark or patent registers, in the form required by the applicable law and duly completed and signed by the Pledgor. The Pledgor shall deliver as soon as possible to the Security Agent, an extract of the relevant trademark or patent register, evidencing the pledge over the Trademarks and Patents.
- 3.2 If the Pledgor fails to deliver the proof of registration in accordance with Clause 3.1 above, they herewith authorise the Security Agent to notify the pledge over the Trademarks and Patents to all competent Trademark and Industrial Property Offices and other authorities and/or third parties and to register such pledge in the relevant Trademark and/or Patent Registers in which such registration is possible and generally authorises the Security Agent to do all things necessary to duly register the Pledge.
- 3.3 The Security Agent shall have no liability in connection with the perfection measures contemplated in this Clause 3, except for its gross negligence or wilful misconduct.

4. FURTHER ASSURANCES

The Pledgor shall at its own expense, take whatever action the Security Agent may reasonably require, to the extent permitted by law, for facilitating the realisation of any Pledged Asset or the exercise of any right, power or discretion exercisable by the Security Agent or any of its delegates or subdelegates in respect of any Pledged Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, and the giving of any notice, order or direction, which in any such case, the Security Agent may reasonably think expedient.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations and warranties

The Pledgor represents and warrants to the Security Agent that:

- (a) it is a limited liability company duly incorporated and validly existing under the laws of Belgium,
- (b) no administrator, liquidator, administrator receiver or similar officer has been appointed over any of its assets (and no petition is pending or documents have been filed with a court or any registrar for its winding-up, administration or dissolution or seeking relief under any applicable bankruptcy, insolvency, company or similar law) and no other analogous step of procedure has been taken in any jurisdiction;
- (c) it has not been dissolved nor has a resolution to dissolve the Pledgor been approved nor has a petition been filed to dissolve it, and there is no request for its liquidation. It has not been declared bankrupt nor has a suspension of payments been granted nor have any petitions thereto been filed and it is not in a situation of insolvency or any other similar situation of conflicting claims of creditors;
- (d) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of this Agreement;

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- (e) this Agreement constitutes its legally valid, binding and enforceable obligation;
- (f) the entry into and performance by it of and the transactions contemplated by, this Agreement do not conflict with:
 - (i) any law or regulation applicable to it; or
 - (ii) its constitutional documents; or
 - (iii) any document which is binding upon any of its assets;
- (g) all authorisations required or desirable by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Agreement have been obtained or effected;
- (h) this Agreement creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside in liquidation or otherwise; the pledge of the Pledged Assets pursuant to this Agreement creates a valid and first rank pledge of the Pledged Assets subject to no prior lien or encumbrance;
- (i) the Trademarks and Patents are registered or applied for in the Pledgor's name and the Pledgor unrestrictedly and exclusively owns the Trademarks and Patents, which are free and clear of any encumbrances save for encumbrances, including but not limited to licenses, created pursuant to this Pledge Agreement. The Trademarks and Patents are valid, existing, unexpired, enforceable and has not been abandoned;
- (j) the Trademarks and Patents are properly registered with the competent authorities in a way that those rights have come into existence under the relevant laws and the Pledgor has fulfilled all obligations necessary to maintain the registration and validity of the Trademarks and Patents, including without limitation, payment of all due renewal fees and making actual use of the Trademarks and Patents to the extent necessary to maintain their validity;
- (k) all details regarding the Trademarks and Patents set out in Schedule 1 are accurate and complete;
- (l) no claims, actions, proceedings (including, but not limited to, opposition or objection proceedings), arbitrations or investigations are pending or threatened against or relating to any of the Trademarks or Patents, which could lead to the (total or partial) annulment of any of the respective Trademarks or Patents;
- (m) the Pledgor has satisfied itself that it is in its own interest to grant this Pledge for the due performance of the Secured Liabilities;
- (n) no floating charge (*gage sur fonds de commerce/pand op handelszaak*) or similar foreign law security exists over the business of the Pledgor, nor any mandate with a view of the creation thereof (apart from the floating charge mandate granted by the Pledgor pursuant to the Credit Facility Agreement).

5.2 Times for making representations

- (a) The representations set out in this Agreement are made on the date of this Agreement.

- (b) Each representation under this Agreement is deemed to be repeated by the Principal on the date of each Utilisation Request, each Utilisation Date and the first day of each Interest Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

5.3 Undertakings

The Pledgor undertakes the following to the Security Agent at all times during the continuation of this Agreement and until all Secured Liabilities shall have been finally discharged and there is no possibility of any Secured Liability coming into existence.

- (a) The Pledgor shall procure that no executory seizure (*saisie exécution/uitvoerend beslag*) is made on the Pledged Assets and that any conservatory seizure (*saisie conservatoire/bewaarend beslag*) thereon is lifted within 30 days of its first being made.
- (b) The Pledgor shall co-operate with the Security Agent and sign or cause to be signed all such further documents and take all such further actions as the Security Agent may from time to time reasonably request to perfect and protect the pledge of the Pledged Assets, whether under Belgian law or under any other law that may be applicable to carry out the provisions and purposes of this Agreement.
- (c) The Pledgor shall not (i) dispose of the Pledged Assets, except in accordance with the provisions of this Agreement, (ii) create any other pledge, charge, encumbrance or security interest in respect of the Pledged Assets (irrespective of whether ranking behind the pledge created hereby), nor (iii) permit the existence or subsistence of any such pledge, charge or security interest, except pursuant to this Agreement and except as permitted under the Credit Facility Agreement and the Finance Documents.
- (d) The Pledgor shall not take any steps, including without limitation to the exercise of any right it has under any agreement pertaining to or in relation with the Pledged Assets, which may jeopardise or adversely affect the security interest constituted in this Agreement.
- (e) The Pledgor shall do all acts which are necessary (i) to maintain and proceed its trademark and patent applications to registrations, (ii) to maintain the registrations relating to the Trademarks and Patents and the full validity and full value of the Trademarks and the Patents, including the payment of any applicable application, registration or renewal fee, actual use of the Trademarks and Patents, and (iii) to maintain the protection of the Trademarks and Patents in every applicable jurisdiction, including to defend against any related challenges, and take all action necessary or useful to prevent unauthorised use thereof where this could adversely affect the value of the Trademarks and Patents (and, in case of omission thereof by the Pledgor, authorise Security Agent to do so at expense of Pledgor).
- (f) The Pledgor will promptly inform the Security Agent of any litigation in respect of the Trademarks and Patents. The Security Agent shall have the right, but no obligation, to give the Pledgor instructions and, where permitted by applicable law, to join the Pledgor in any such litigation.
- (g) No defence whatsoever in respect of the validity or enforceability of any of the Secured Liabilities to the Security Agent shall be relevant as between the Pledgor and

the Security Agent or shall affect the enforceability of this pledge. In particular, the Pledgor shall not be entitled to raise or rely on any defence that any other Obligor may raise or be entitled to raise in connection with the Secured Liabilities owing from it being void for incapacity or for any other reason whatsoever, or in connection with any time bar, force majeure, government interference or frustration relating to the Secured Liabilities owing from it.

6. CONTINUING SECURITY AND OTHER MATTERS

6.1 Continuing security

- (a) The security created by this Agreement shall be a continuing security for the due performance of the Secured Liabilities, shall be in addition to and shall not prejudice or affect, and may be enforced by the Security Agent without prior recourse to, any other security interest or remedy, shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities or by any settlement of accounts, and shall remain in force until expressly released in accordance with this Agreement.
- (b) The Pledge shall not be discharged by the entry of any Secured Liabilities into any current account, in which case the Pledge shall secure any provisional or final balance of such current account up to the amount in which the Secured Liabilities were entered therein.
- (c) This Pledge shall not in any way be discharged, prejudiced or affected by any time or waiver granted to, or composition with, the Pledgor or any other person, by any amendment (however fundamental) any document, by the taking, variation, compromise, exchange, renewal or release of or refusal or neglect to perfect or enforce any right, remedy or security or by anything done or omitted which but for this provision might operate to exonerate the Pledgor.
- (d) This Pledge shall not in any way be discharged, prejudiced or affected by any change in the constitution or status of the Pledgor or any other person or by any legal limitation, disability, incapacity or other circumstances relating to the Pledgor or any other person, by any invalidity, illegality or unenforceability of the obligations of the Pledgor or any other person.
- (e) The Security Agent may at any time without discharging or in any way affecting this Pledge (a) grant the Pledgor or any Borrower any time or indulgence, (b) concur in any moratorium of the Secured Liabilities, (c) amend the terms and conditions of the Secured Liabilities, (d) abstain from taking or perfecting any other security and discharge any other security, (e) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right or recourse.

6.2 Rights additional

All the rights of the Security Agent hereunder shall be in addition to any other right vested in the Security Agent and all such rights may be exercised from time to time and as often as the Security Agent may deem expedient. The Pledgor waives any right it may have of first requiring the Security Agent to proceed against, or claim payment from, any other party, or enforce any guarantee or security before enforcing the pledge constituted hereunder.

6.3 No subrogation

Until all Secured Liabilities have been unconditionally and irrevocably discharged, the Pledgor shall not, by virtue of any payment made, security realised or monies received hereunder for or on the account of the liability of any other party:

- (a) be subrogated to any rights, security or monies held, received or receivable by the Security Agent or be entitled to any right of contribution or indemnity; or
- (b) claim, rank, prove or vote as a creditor of any, party or its estate in competition with the Security Agent; or
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of any party, or exercise any right of set-off as against such other party.

6.4 Preservation of security in the event of novation

In accordance with article 1278 of the Belgian Civil Code and without prejudice to the scope of the Secured Liabilities, the Pledgor and the Security Agent agree that in the event of novation of all or any part of the Secured Liabilities or the change or replacement of the Security Agent, this Pledge will be maintained, automatically and without any further formality or consent, to secure the Secured Liabilities as novated and in favour of all remaining and new Finance Parties and Security Agents.

6.5 Settlements conditional

Any release, discharge or settlement between the Pledgor and the Security Agent shall be conditional upon no security disposition or payment to the Security Agent being void or set aside or ordered to be refunded and if such condition is not fulfilled, the Security Agent may enforce the security created by this Agreement as if such release, settlement or discharge had not occurred and any such payment had not been made.

7. POWERS OF THE SECURITY AGENT

7.1 Event of Default

At any time on or after the occurrence of an Event of Default which has not been waived or remedied within any applicable grace period:

- (a) the Security Agent may request authorisation from the court to sell the Pledged Assets, in accordance with applicable law; and
- (b) any payments which may be received or receivable by the Security Agent in respect of the Pledged Assets may be applied by it as though they were proceeds of sale; and
- (c) the Security Agent may exercise all rights and remedies it possesses, and may act generally in relation to the Pledged Assets in such manner as it shall reasonably determine.

7.2 Application of proceeds

- (a) The proceeds of the enforcement of the security created pursuant to this Pledge shall be paid to the Security Agent. The proceeds are to be applied in accordance with the

Intercreditor and Security Trust Agreement and the Finance Documents, without prejudice to the rights of the Security Agent to recover any shortfall from the Pledgor.

- (b) The Pledgor expressly waives the provisions of articles 1253 and 1256 of the Belgian Civil Code.
- (c) Should the proceeds of the sale of the Pledged Assets be greater than the outstanding amount of the Secured Liabilities, the Security Agent shall pay to the Pledgor any such excess.

7.3 Indemnity

The Pledgor shall fully indemnify the Security Agent and any party acting as attorney in the name and on behalf of the Security Agent in respect of all liabilities and reasonable expenses incurred by it, in the execution of any rights, powers or discretions vested in it pursuant hereto, save for liabilities and expenses arising from the gross negligence or wilful misconduct of the Security Agent.

7.4 Liability of Security Agent

The Security Agent shall not be liable for any losses arising in connection with the exercise of any of its rights, powers and discretions hereunder, except in case of its gross negligence or wilful misconduct. The Security Agent shall not be under any obligation to take any steps necessary to preserve any rights in the Pledged Assets against any other parties but may do so at its option, and all expenses incurred in connection therewith shall be for the account of the Pledgor and shall be part of the Secured Liabilities. If any such expenses are borne by the Security Agent, the Pledgor shall on first demand reimburse the Security Agent therefore, and its reimbursement obligation shall be part of the Secured Liabilities.

8. ATTORNEY

Subject to fulfilment of the relevant provisions of Belgian law, the Pledgor hereby irrevocably appoints the Security Agent to be its attorney in its name and on its behalf to execute any documents which the Security Agent reasonably considers necessary for perfecting its title to or for vesting the pledge on the Pledged Assets in the Security Agent and to do all such acts and things as may be necessary, for the full exercise of the powers hereby conferred, including, after the occurrence of an Event of Default, which has not been waived or remedied within any applicable grace period, any sale or other disposition or realisation of the Pledged Assets and the Pledgor ratifies and confirms, and agrees to ratify and confirm any agreement, assurance, instrument, act or thing which any such attorney may lawfully execute or do.

9. DISCHARGE OF SECURITY

- 9.1 This Pledge shall be discharged by, and only by, the express release thereof granted by the Security Agent, upon request of the Pledgor.
- 9.2 The Security Agent shall grant an express release of this Pledge, without delay upon request of the Pledgor, at the cost of the Pledgor, as soon as all Secured Liabilities shall have been finally discharged and there is no possibility of any Secured Liability coming into existence, but in any event not later than one month after payment of all Secured Liabilities.
- 9.3 Any release of the Pledge shall be null and void and without effect if any payment received by the Security Agent and applied towards satisfaction of all or part of the Secured Liabilities

(a) is avoided or declared invalid as against the creditors of the maker of such payment, or (b) becomes repayable by the Security Agent to a third party, or (c) proves not to have been effectively received by the Security Agent.

10. EXPENSES

All expenses and duties in connection with this Agreement, in particular with regard to the establishment and perfection of the Pledge, its enforcement and the granting of any release, shall be borne by the Pledgor. The Pledgor shall on first demand reimburse the Security Agent for any such expenses or duties paid by it, and the same shall be part of the Secured Liabilities.

11. GENERAL

11.1 Notices

All notices or other communications under or in connection with this Agreement shall be given in accordance with the provisions of Clause 31 of the Credit Facility Agreement (*Notices*).

11.2 No waiver

No failure on the part of the Security Agent to exercise, or delay on its part in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by the Security Agent of any right preclude any further or other exercise of such right or the exercise by the Security Agent of any other right.

11.3 Severability

Each of the provisions of this Agreement is several and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

In case of any such illegality, invalidity or unenforceability, the parties shall negotiate in good faith with a view to agree on the replacement of such provision by a provision which is legal, valid and enforceable and which is to the extent practicable in accordance with the intents and purposes of this Agreement and which in its economic effect comes as close as practicable to the provision being replaced.

11.4 Benefit of this Agreement

This Agreement shall be binding on, and inure for the benefit of, the Pledgor, the Security Agent and their successors.

11.5 Assignment

The Pledgor may no assign or transfer any of its rights or obligations under this Agreement save with prior consent in writing of the Security Agent.

11.6 Evidence of the Secured Liabilities owing by any Obligor

A certificate by the Security Agent as to the amount and the terms and conditions of the Secured Liabilities owing to it and to any Finance Party or Noteholder from any Obligor is prima facie evidence of the matters to which it relates.

11.7 Governing law

This Agreement shall be governed by and interpreted in accordance with Belgian law.

11.8 Jurisdiction


All disputes in connection with this Agreement shall be settled exclusively by the courts of Brussels, without prejudice to the rights of the Security Agent and the Security Agent to take legal action before any other court of competent jurisdiction.



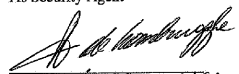
SIGNATORIES

Made in two originals, on 26 January 2005

RECTICEL NV
As Pledgor


Name: *Philippe TOUS*
Title: *Attorney in fact*

FORTIS S.A./N.V.
As Security Agent


Name: *DE LAON BAUGGHE*
Title: *DEPUTY DIRECTOR*

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SCHEDULE I
TRADEMARKS AND PATENTS

LIST OF TRADEMARKS

Trademark	Registration Number	Registration Date	Priority Date	Statutory Basis	Class	Representative
Beka (Bemhex) (Word + pissica)	0679644	7	15/02/2001	Active - 15/03/2011	06-17-20-22-24	Bensch, Mechen-Bureau (BMB) Representative: Rectical N.V. S.A. Legal Department.
Boltex (CTM)	000243816	3004/2002	01/04/1996	Active - 01/04/2006	01-12-17-20-24	Office for Harmonization in the Internal Market (OHIM) Representative: Incidia Janssens Trademark Administration Officer Rectical N.V. - S.A. Brussels
Litere Boltex (CTM) (device)	000243628	0701/1999	01/04/1996	Active - 01/04/2006	12-17-20	OHIM Representative: Incidia Janssens Trademark Administration Officer Rectical N.V. - S.A. Brussels

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Cola-Fest (CTM)	002807758	2011/2003	30/07/2002	Active - 30/07/2012	01-17	OHIM Representative : Imelda Janssens Trademark Administration Officer Rechtel N.V. - S.A. Brussels
Powerdeck (CTM)	001426048	12/06/2001	14/12/1999	Active - 14/12/2009	17-19	OHIM Representative : Imelda Janssens Trademark Administration Officer Rechtel N.V. - S.A. Brussels
Rechtel (CTM) (word)	000242198	24/08/1999	01/04/1996	Active - 01/04/2006	01.12.17.19-20- 24-27-28	OHIM Representative : Imelda Janssens Trademark Administration Officer Rechtel N.V. - S.A. Brussels

Eurothane (CTM)	000206888	15/01/1999	01/04/1996	Active - 01/04/2006	17-19	OHIM Representative : Imelda Janssens Trademark Administration Officer Rechtel N.V. - S.A. Brussels
Tarse (Benelus)	0460097	/	02/05/1989	Active - 02/05/2009	17-19	BMB Representative : Legal Department Rechtel N.V. - S.A. Brussels
Comfort Bullex (CTM) (device)	000242537	24/02/1999	01/04/1996	Active - 01/04/2006	12-17-20	OHIM Representative : Imelda Janssens Trademark Administration Officer Rechtel N.V. - S.A. Brussels

PATENT
REEL: 015931 FRAME: 0150

LIST OF PATENTS

1. Spray Nozzle II

Country	Status	Application	Filing	Patentnr.	Issue Date	Expiration
AT	Granted	90200429.0	23/02/1990	0389014	14/07/1993	23/02/2010
AU	Granted	50105990	23/02/1990	626387	24/11/1992	23/02/2010
BE	Granted	90200429.0	23/02/1990	0389014	14/07/1993	23/02/2010
CA	Granted	2011983	12/03/1990	2011983	04/05/1999	12/03/2010
CH	Granted	90200429.0	23/02/1990	0389014	14/07/1993	12/03/2010
DE	Granted	90200429.0	23/02/1990	P69002176.3	14/07/1993	12/03/2010
ES	Granted	90200429.0	23/02/1990	0389014	14/07/1993	12/03/2010
FR	Granted	90200429.0	23/02/1990	0389014	14/07/1993	12/03/2010
GB	Granted	90200429.0	23/02/1990	0389014	14/07/1993	12/03/2010
IT	Granted	90200429.0	23/02/1990	0389014	14/07/1993	12/03/2010
JP	Granted	2-71739	20/03/1990	2050710	10/05/1996	20/03/2010
KR	Granted	3739/1990	20/03/1990	105056	19/09/1996	25/04/2011
NL	Granted	90200429.0	23/02/1990	0389014	14/07/1993	23/02/2010
SE	Granted	90200429.0	23/02/1990	0389014	14/07/1993	23/02/2010
US	Granted	495188	19/03/1990	5,028,006	02/07/1991	19/03/2010

2. TFX Webmaschine

Country	Status	Application	Filing	Patentnr.	Issue Date	Expiration
AT	Granted	95925738.7	27/07/1995	EP0784592	06/05/1999	27/07/2015
BE	Granted	95925738.7	27/07/1995	0784592	06/05/1999	27/07/2015
CH	Granted	95925738.7	27/07/1995	0784592	06/05/1999	27/07/2015
DE	Granted	95925738.7	27/07/1995	0784592	06/05/1999	27/07/2015
ES	Granted	95925738.7	27/07/1995	0784592	06/05/1999	27/07/2015
FR	Granted	95925738.7	27/07/1995	0784592	06/05/1999	27/07/2015

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REEL: 015931 FRAME: 0151

3. Moulded Bonded Foam

Country	Status	Application	Filing	Patentnr.	Issue Date	Expiration
AT	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
BE	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
DE	Granted	02447077.5	30/04/2002	60200077.7	29/10/2003	30/04/2022
EP	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
ES	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
FR	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
GB	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
IT	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
LU	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
NL	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
RO	Granted	02447077.5	30/04/2002	EP1354684	29/10/2003	30/04/2022
WO	Published	PCT/BE03/0063	08/04/2003			

PATENT
REEL: 015931 FRAME: 0152

Execution Version

4. Multicolor Spray

Country	Status	Application	Filing	Patentnr.	Issue Date	Expiration
AT	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
AU	Granted	6717984	01/06/1994	700087	15/04/1999	01/06/2014
BE	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
BR	Granted	P0408580-3	01/06/1994	P0408580-3	30/04/2002	01/06/2014
CA	Granted	2191083	01/06/1994	2191083	13/08/2002	01/06/2014
CH	Granted	949154	01/06/1994	0804327	19/09/2001	01/06/2014
DE	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
ES	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
FR	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
GB	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
IE	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
IT	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
JP	Granted	52822895	01/06/1994	3332382	26/07/2002	01/06/2014
KR	Granted	706758/1996	01/06/1994	0441853	16/07/2004	01/06/2014
MX	Granted	952422	30/05/1995	200139	18/12/2000	30/05/2015
MY	Granted	P0501438	01/06/1995	MY-112910-A	31/10/2001	31/10/2016
NL	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
PL	Granted	P317408	01/06/1994	174284	04/12/1997	01/06/2014
PT	Granted	94915479.3	01/06/1994	804327	19/09/2001	01/06/2014
RU	Granted	97100137	01/06/1994	2135357	27/08/1999	01/06/2014
SE	Granted	94915479.3	01/06/1994	0804327	19/09/2001	01/06/2014
US	Granted	750175	01/06/1994	6071619	06/06/2000	06/06/2017

PATENT
REEL: 015931 FRAME: 0153

Execution Version

5. Soft touch

Country	Status	Application	Filing	Patentnr.	Issue Date	Expiration
AT	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
AU	Granted	40548/93	18/05/1993	675219	20/05/1997	18/05/2013
BE	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
CA	Granted	2134781	18/05/1993	2134781	05/10/1999	18/05/2013
CH	Granted	93909701.0	18/05/1993	064211	10/12/1997	18/05/2013
CZ	Granted	PV2823-94	18/05/1993	291978	29/04/2003	18/05/2013
DE	Granted	93909701.0	18/05/1993	69315693	10/12/1997	18/05/2013
ES	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
FR	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
GB	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
IE	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
IT	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
JP	Granted	519723/93	19/05/1993	3,432,225	23/05/2003	19/05/2013
KR	Granted	94-704097	18/05/1993	278262	18/10/2000	18/05/2013
MX	Granted	922896	18/05/1993	182265	13/03/1998	18/05/2013
NL	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
PL	Granted	P306142	18/05/1993	172033	31/07/1997	18/05/2013
PT	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
RU	Granted	940462/23	18/05/1993	2113349	20/06/1998	18/05/2013
SE	Granted	93909701.0	18/05/1993	0642411	10/12/1997	18/05/2013
US	Granted	338463	18/05/1993	5669996	02/09/1997	02/09/2014

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REEL: 015931 FRAME: 0154

6. Spray + Thermoplast

Country	Status	Application	Filing	Patentnr.	Issue Date	Expiration
AT	Granted	99950406.1	15/10/1999	AT E233643	05/03/2003	15/10/2019
BE	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
BR	Published	PI9914761.0	15/10/1999			15/10/2019
CA	Pending	2347008	15/10/1999			15/10/2019
CZ	Published	PY2001-1412	15/10/1999			15/10/2019
DE	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
ES	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
FR	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
GB	Granted	01106693.6	21/09/2001	HK1039298	31/10/2003	15/10/2019
HK	Granted	99950406.1	15/10/1999	223654	23/09/2004	15/10/2019
HU	Granted	PCT/BE99/128	15/10/1999			15/10/2019
ID	Pending	W20010114	15/10/1999			15/10/2019
IN	Pending	IN/2001/00677	15/10/1999			15/10/2019
IT	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
JP	Published	2000-577002	15/10/1999			15/10/2019
KR	Pending	70050602001	15/10/1999			15/10/2019
MX	Pending	2001/004058	15/10/1999			15/10/2019
NL	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
PT	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
RO	Granted	99950406.1	15/10/1999	1126958	05/03/2003	15/10/2019
RU	Published	2001113507	15/10/1999			15/10/2019
SE	Granted	99950406.1	15/10/1999	1126958		15/10/2019
SI	Granted	99950406.1	15/10/1999	1126958		15/10/2019
SK	Pending	PV0547-2001	15/10/1999			15/10/2019
US	Allowed	09807938	15/10/1999			15/10/2019
ZA	Granted	2001/4028	15/10/1999	2001/4028	31/07/2002	15/10/2019

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REEL: 015931 FRAME: 0155

SCHEDULE 2

NOTEHOLDERS

Accent Fund - Global (SG Bank De Maertelaere NV)
Accent Fund - High Yield (SG Bank De Maertelaere NV)
Antwerps Beroepskrediet
Athena II Corporate Bonds
Citadel Horizon S.à.r.l.
Compagnie du Bois Sauvage SA
Fortis Bank S.A./N.V.
Nationale-Nederlanden Levensverzekering Maatschappij N.V.
PAM (L) Bonds Higher Yield
PAM (L) Equities Opportunity
Postbank Levensverzekering N.V.
RVS Levensverzekering N.V.

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