

06-30-1998



100750643

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Date: June 26, 1998

Docket No.: 2363-110T/111T

RE
MEX
6-26-98

RECORDING OF ASSIGNMENT

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

Sir:

Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

BRIDON CORDAGE, INC.

<input type="checkbox"/>	Individuals	<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation- State		
<input type="checkbox"/>	Other		

2. Name and address of receiving party(ies):

BRIDON CORDAGE, LLC.
909 16th Street
Albert Lea, MN 56007

<input type="checkbox"/>	Individual(s) citizenship
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation State
<input type="checkbox"/>	Other

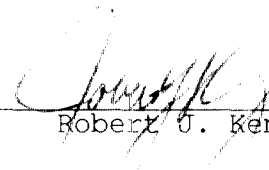
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

Date: June 26, 1998

By



Robert J. Kenney

P.O. Box 747
Falls Church, VA 22040-0747
(703)205-8000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET,
ATTACHMENTS, AND DOCUMENT: 7

2363-110T/111T

03-12-1998



TRADEMARK

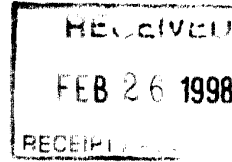
IN THE **100659783** PATENT AND TRADEMARK OFFICE

Date: February 26, 1998

Docket No.: 2363-110T/111T

RECORDING OF ASSIGNMENT

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



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BRIDON CORDAGE, INC.

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<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation-State		
<input type="checkbox"/>	Other foreign corporation		

2. Name and address of receiving party(ies):

BRIDON CORDAGE, LLC.

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<input type="checkbox"/>	Association	_____
<input type="checkbox"/>	General Partnership	_____
<input type="checkbox"/>	Limited Partnership	_____
<input checked="" type="checkbox"/>	Corporation-State	_____
<input type="checkbox"/>	Other foreign corporation	_____

03/12/1998 VBRDMM 00000154 1677673
01 FC:481 40.00 OP
02 FC:482 25.00 OP

3. Nature of Conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other -		

Execution Date: **February 18, 1997**

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

A. Trademark Application No(s):

B. Trademark Registration No(s):

ULTIMA	Reg. No. 1,677,673	March 3, 1992
STINGER (and design)	Reg. No. 1,677,676	March 3, 1992

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

Birch, Stewart, Kolasch & Birch, LLP
P.O. Box 747
Falls Church, VA 22040-0747
(703)205-8000

6. Total number of applications and registrations involved: 2

7. X The recording fee in the amount of \$65.00 is enclosed.

8. _____ Please charge Deposit Account No. 02-2448 in the amount of \$_____. A duplicate copy of this request is enclosed.

9. X The Commissioner is hereby authorized to charge any fees under 37 C.F.R. 2.6 which may be required, or credit any overpayment to Deposit Account No. 02-2448.

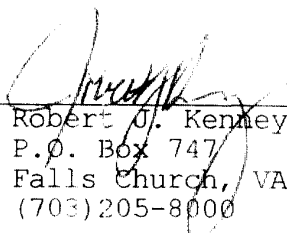
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Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

Date: February 26, 1998

By



Robert J. Kenney
P.O. Box 747
Falls Church, VA 22040-0747
(703)205-8000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET,
ATTACHMENTS, AND DOCUMENT: 7

CONTRIBUTION AGREEMENT

Bridon Cordage, Inc., a Minnesota corporation ("Bridon"), hereby agrees to contribute the property described on the attached Schedule 1 ("Property") to Bridon Cordage LLC (the "Company") at the time this Agreement is executed, in consideration for a fifty percent (50%) Membership Interest (as that term is defined in the Member Control Agreement dated February 18, 1997, among the members of the Company (the "Member Control Agreement").

1.) Bridon makes the following representations and warranties with respect to this Contribution Agreement:

- (a) Bridon is a corporation organized and existing and in good standing under the laws of the State of Minnesota and has full power and authority to own the Property and to carry on its business as now being conducted.
- (b) Bridon has full legal right, power and authority to enter into this Contribution Agreement.
- (c) Bridon has good and marketable title to each item of Property having a book value in excess of \$100,000, free and clear of all liens and encumbrances or charges of any kind, except for real estate and any improvements thereon (collectively, "Real Property"), which may be subject to certain covenants, restrictions, rights, easements and minor irregularities in title which do not materially interfere with the business or operations of Bridon as presently conducted and will not materially interfere with the business or operations of the Company as currently contemplated.
- (d) Bridon has afforded representatives of the Company and Universal Cooperatives, Inc., a Minnesota cooperative, access to the Property being transferred hereunder as well as the opportunity to inspect same and object to the condition thereof.

2.) Bridon makes the following covenants and agreements with respect to this Contribution Agreement:

- (a) Bridon agrees to execute and deliver any other instruments and documents and take such additional action, at Bridon's sole expense, as the Company may from time to time reasonably request to effect the transfer of the Property as contemplated herein.
- (b) Bridon hereby agrees to promptly indemnify, defend and hold the Company harmless from and against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, penalties, encumbrances and deficiencies, including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, action, investigation, claim or proceeding, but specifically excluding all costs incurred with respect to a successful defense of any of the foregoing (collectively, "Claims"), which the Company may incur, sustain, suffer or be required to pay which arise, result from, or relate to: (a) any breach of or failure to perform any representation, warranty, covenant, agreement or commitment made by Bridon in this Agreement, or any such representation, warranty, covenant, agreement or commitment made by Bridon being


untrue or incorrect in any material respect; or (b) any Claim related to Bridon's ownership or operation of the Property to the extent the amount of the Claim exceeds One Hundred Twenty Five Thousand Dollar individually (each such Claim being referred to hereinafter as an "Extraordinary Claim"); provided, however, that if more than two (2) separate Extraordinary Claims have then been made against the Company, Bridon's indemnification obligations hereunder shall be for the full amount of any additional Extraordinary Claim, without an reduction or limitation. Notwithstanding the foregoing, no claim for indemnification shall be brought under this Contribution Agreement unless the Company gives Bridon written notice of the existence of any such claim, specifying the nature and basis of such claim and the amount thereof, if known, within (x) two (2) years after the date hereof, (y) the applicable statute of limitations if the claim is for a breach of Section 1(c) above, or (z) within five (5) years after the date hereof if the claim is an environmental claim affecting any Real Property.

3.) Each of Bridon's representations, warranties, covenants and agreements made in this Contribution Agreement or in any other document or instrument executed and delivered in connection with Bridon's contribution of the Property shall survive the Company's acceptance of the same.

4.) Bridon agrees that a statement setting forth the foregoing may be placed in the required records of the Company.

BRIDON CORDAGE, INC., a Minnesota Corporation

Dated: February 18, 1997

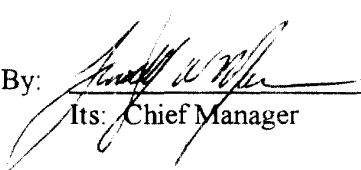
By: 
William J. Adams
Its: President

ACCEPTANCE

On behalf of the Company, the undersigned, the Chief Manager of the Company, hereby accepts the above-described contribution. The undersigned acknowledges that Bridon is contributing the name "Bridon" subject to the terms and conditions of that certain Member Control Agreement of even date herewith.

BRIDON CORDAGE LLC, a Minnesota limited liability company

Dated: February 18, 1997

By: 
Its: Chief Manager

0230224.01

Schedule 1

1. **Property, plant and equipment described in attached schedules.**
2. **Goodwill associated with the business of Bridon.**
3. **Other personal property, tangible or intangible, owned by Bridon in its ordinary course of business, including without limitation, rights under leases and contracts, but excluding any rights of Bridon arising in connection with any Excluded Liability, as such term is defined in the Asset Purchase Agreement between Bridon and the Company dated the date hereof.**

Total Contribution:

BILL OF SALE

Bridon Cordage, Inc., a Minnesota corporation ("Seller"), is a party to that certain Member Control Agreement dated February 18, 1997 (the "Member Control Agreement"), entered into by and among Seller, Universal Cooperatives, Inc., a Minnesota cooperative ("UCI"), and Bridon Cordage LLC ("Buyer"), pursuant to which Seller has agreed to assign, transfer and contribute to Buyer certain property as further described in that certain Contribution Agreement of even date herewith, executed by Seller and accepted by Buyer (the "Contribution Agreement").


In consideration of the covenants and mutual promises contained in the Member Control Agreement and the Contribution Agreement, Seller hereby sells, assigns, transfers, conveys and delivers on to Buyer all of Seller's right, title and interest in, to and under any and all of the "Property," excluding the "Real Property," as such terms are defined in the Contribution Agreement.

To have and to hold the same, unto Buyer, its successors and assigns, forever.

All terms and conditions of this Bill of Sale shall be binding upon Seller and its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed this 18th day of February, 1997.

SELLER
BRIDON CORDAGE, INC.

By: 
Its: Resident

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