

TRADEMARKS ONLY

To The  
Please re

09-23-1998

demarks:  
py thereof.

TRADEMARKS ONLY

## 1. Name of Party(ies) conveying an interest:

Mutschler Schreib- und Zeichengeräte GmbH

Entity:

- Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - German  
 Other

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

Yes  No

## 3. Interest Conveyed:

- Assignment  Change of Name  
 Security Agreement  Merger  
 Other

Execution Date: December 6, 1996

## 4. Application number(s) or registration number(s). Additional numbers attached?

A. Trademark Application No(s).  
None Yes  NoB. Trademark Registration No(s).  
1,142,470

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

Pattishall, McAuliffe, Newbury,  
Hilliard & Geraldson  
320 Watergate Six Hundred  
Washington, D.C. 20037

## 6. Total number of applications and registrations involved:

 1

7. Total fee (37 CFR 3.41) \$ 40.00

 Enclosed Authorized to be charged to deposit account

## 8. Deposit account number:

16-0650

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

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.

Colette A. Durst-Barkey  
Name of Person Signing

Signature

September 10, 1998  
Date

Total number of pages comprising cover sheet:

 1TRADEMARK  
REEL: 1792 FRAME: 0067

## ATTACHMENT A

1. Deutsche Bank AG  
Filiale Heidelberg  
Adenauerplatz 1  
699115 Heidelberg
2. Baden-Württembergische Bank AG  
Filiale Heidelberg  
Poststraße 4  
69115 Heidelberg
3. Bayerische Vereinsbank AG  
Filiale Heidelberg  
Poststraße 18-20  
69115 Heidelberg
4. Commerzbank AG  
Filiale Heidelberg  
Kurfürstenanlage 47-51  
69115 Heidelberg
5. Sparkasse Heidelberg  
Kurfürstenanlage 10-12  
69115 Heidelberg

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN re

Serial No.

Filed

For

DECLARATION

I, Colette Elizabeth Jagg BA DipIST M.L. of 39 Harson Close,  
Beckenham, Kent BR3 1WJ, translator to Marks & Clerk, Chartered Patent  
Agents, at 57-60 Lincoln's Inn Fields, London WC2A 3LS, Great Britain, do  
hereby solemnly and sincerely declare as follows:

1. That I am well acquainted with the English and German languages;
2. That the following is a true translation into the English language,  
which has been made by me, of the accompanying document;
3. That all statements made herein of my own knowledge are true and  
that all statements made on information and belief are believed to be true;  
and further that these statements were made with the knowledge that willful  
false statements and the like so made are punishable by fine or imprisonment  
or both under Section 1001 of Title 18 of the United States Code.

Signed this 30th day of July 1998

C. E. Jagg

Document # 28937

Bank Copy

**Contract of Pledge****Borrowers:**

1. Mutschler Schreib- und Zeichengeräte GmbH  
Im Weiher 14  
69121 Heidelberg
2. Mutschler Feuerwerktechnik GmbH  
Dossenheimer Landstr. 100  
69121 Heidelberg
3. Josef Weismann GmbH  
Burgstr. 61  
69121 Heidelberg

**Party Providing Security:**

Mutschler Schreib- und Zeichengeräte GmbH  
Im Weiher 14  
69121 Heidelberg

**Banks:**

1. Deutsche Bank AG  
Heidelberg Branch  
Adenauerpfortz  
69115 Heidelberg
2. Baden-Württembergische Bank AG  
Heidelberg Branch  
Poststr. 4  
69115 Heidelberg
3. Bayerische Vereinsbank AG  
Heidelberg Branch  
Poststr. 18-20  
69115 Heidelberg
4. Commerzbank AG  
Heidelberg Branch  
Kurfürstenanlage 47-51  
69115 Heidelberg
5. Sparkasse Heidelberg  
Kurfürstenanlage 10-12  
69115 Heidelberg

- hereinafter referred to as "banks" -

The party providing security and the banks agree as follows:

### 1. Declaration of Pledge

The party providing security hereby pledges to each of the banks the following receivables, rights and claims:

a) all rights arising from own and acquired trademarks in Germany and abroad which are currently or will in future be applied for and granted, in particular those which were applied for / granted at the International Patent Office in Geneva and the German Patent Office in Munich. The patent's currently applied for / granted are also listed in the annex to this security contract.

Each of the banks revocably authorises the party providing security to administer and utilise the rights in a fiduciary capacity for each of the banks.

b) all due receivables arising from current and future licence agreements.

c) the claims arising from applications for the granting of trademarks vis-à-vis the respective patent office.

e) all rights, arising from the application in favour of the party providing security, to all the trademarks applied for and to be applied for in future.

### 2. Purpose of Security

The pledged assets shall serve as security for all claims by the banks granting the liquidity support loan above DM 1,300,000.- in accordance with the standstill declaration of 4.12.96 vis-à-vis the borrower(s), even if the agreed credit period is extended and/or the loan is converted without increasing the balance of the loan.

### 3. Change of Ownership

This pledge shall remain unchanged in the event of any change of ownership or any change of legal form on the part of the party providing security, also for claims arising from any future business relationship.

#### 4. Rights and Obligations of the Party Providing Security

- 1) The party providing security shall be entitled to utilise without restriction all the pledged assets, rights and claims mentioned under point 1 until revocation by any of the banks, which shall be permissible at any time. In particular, the party providing security shall be entitled to grant licences after informing the banks of this in advance.
- 2) After revocation, any of the banks shall be entitled to assert, enforce and dispose in any way it deems appropriate, in its own name or in the name of the party providing security, the rights arising from and to inventions, the trademarks themselves and the rights to the granting of the trademarks. Each of the banks shall warn the party providing security of disposal and shall give a period of notice of at least one month. Each of the banks shall take the lawful interests of the party providing security into consideration. Direct disposal shall only be possible if no other reasonable means of enforcement are available.
- 3) The party providing security shall provide each of the banks with the relevant documents and licence agreements. Furthermore, the party providing security shall provide each of the banks quarterly, starting on 31.12.96, or on request, with a list of all the trademark applications and associated registration numbers and the name and address of all the licensees together with the amount and due dates of the respective receivables.
- 4) The party providing security shall immediately provide each of the banks on request with the declarations considered necessary by the latter for the application, enforcement and disposal of the trademarks, in particular with respect to trademarks applied for abroad. In particular, the party providing security hereby authorises the patent agent processing the trademark applications to provide the banks with all the required information.

#### 5. Declaration of Right of Disposal

The party providing security shall bear responsibility for the existence of the licence agreements and the officially registered trademarks. Furthermore, the party providing security shall at its own expense take all the measures necessary to maintain protection of the trademarks. If the party providing security intends to abandon intellectual property rights, the party providing security shall inform each of the banks of this at least six weeks in advance, indicating the intended date of abandonment. Each of the banks shall be entitled at its own expense to maintain these intellectual property rights and request assignment to itself.

**6. Notification**

The party providing security shall irrevocably authorise each of the banks to notify the International Patent Office, the German or any other relevant patent office of the pledging of the receivables, rights and claims mentioned under clause 1 of this contract and to notify third parties of the pledging of the remaining rights and claims.

**7. Valuation**

The disposal value of the receivables and rights pledged under this contract must amount to 120% of the borrowers' liabilities vis-à-vis each of the banks (cover limit). The disposal value of these securities shall be determined on the assumption of compulsory disposal of these securities (liquidation value). Any other securities provided by the party providing security or third parties shall be taken into account accordingly.

**8. Final Provisions**

Should any provision of this contract become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In such a case, the invalid provision shall be reinterpreted to enable the intended economic purpose to be achieved.

**The General Business Provisions of Deutsche Bank AG, which may be inspected at any branch and mailed on request, shall additionally apply.**

Heidelberg, 5.12.96 (Place, Date)	[Signed] Mulschler Schreib- und Zeichengeräte GmbH
Heidelberg, 6.12.96 (Place, Date)	[Signed] Deutsche Bank AG
Heidelberg, 6.12.96 (Place, Date)	[Signed] Baden-Württembergische Bank AG
Heidelberg, 6.12.96 (Place, Date)	[Signed] Bayernsche Vereinsbank AG
Heidelberg, 6.12.96 (Place, Date)	[Signed] Commerzbank AG
Heidelberg, 6.12.96 (Place, Date)	[Signed] Sparkasse Heidelberg

Bank Copy

Subsequent Pledge  
relating to the Contract of Pledge of 6.12.96

Borrowers:

1. Mutschler Schreib- und Zeichengeräte GmbH  
Im Weiher 14  
69121 Heidelberg
2. Mutschler Feinwerktechnik GmbH  
Dossenheimer Landstr. 100  
69121 Heidelberg
3. Josef Weismann GmbH  
Burgstr. 61  
69121 Heidelberg

Party Providing Security:

Mutschler Schreib- und Zeichengeräte GmbH  
Im Weiher 14  
69121 Heidelberg

Banks:

1. Deutsche Bank AG  
Heidelberg Branch  
Adenauerplatz 1  
69115 Heidelberg
2. Baden-Württembergische Bank AG  
Heidelberg Branch  
Poststr. 4  
69115 Heidelberg
3. Bayerische Vereinsbank AG  
Heidelberg Branch  
Poststr. 18-20  
69115 Heidelberg
4. Commerzbank AG  
Heidelberg Branch  
Kurfürstenanlage 47-51  
69115 Heidelberg
5. Sparkasse Heidelberg  
Kurfürstenanlage 10-12  
69115 Heidelberg

hereinafter referred to as "banks" -

The aforementioned contract of pledge, which forms the subject of this subsequent pledge, shall be amended as follows:

### 1. Declaration of Pledge

The party providing security hereby pledges to each of the banks the following receivables, rights and claims:

- a) all rights arising from own and acquired trademarks in Germany and abroad which are currently or will in future be applied for and granted, in particular those which were applied for / granted at the International Patent Office in Geneva and the German Patent Office in Munich. The patent's currently applied for / granted are also listed in the annexes to this security contract. The annexes form part of this contract.

{ ... }

### 2. Purpose of Security

- (1) The primary objective of the pledge is to secure all existing, future and qualified claims by the banks arising from the granting of the liquidity support loans mentioned under § 1 (1) of the securities pooling contract of 3.2.97 and additional cash credits vis-à-vis the borrowers.
- (2) The secondary objective of the pledge is to secure all existing, future and qualified claims by the banks, including all their German and foreign offices / branches and their foreign subsidiaries, arising from the respective banking relationship, in particular arising from the granting of the credit lines mentioned under § 1 (1) of the securities pooling contract of 3.2.97 vis-à-vis the borrowers.
- (3) If a borrower has assumed liability for the obligations of another customer of the respective bank (e.g. as guarantor), the pledge shall secure the obligation arising from the assumption of liability - with subsequent ranking - only from the date of maturity

All the remaining provisions of the aforementioned contract of pledge shall remain unaffected.

The General Business Provisions of Deutsche Bank AG, which may be inspected at any branch and mailed on request, shall additionally apply.

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Mutschler Schreib- und Zeichengeräte GmbH

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Mutsch'ler Feinwerktechnik GmbH

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Josef Weismann GmbH

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Deutsche Bank AG  
Heidelberg Branch

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Baden-Württembergische Bank AG

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Bayrische Vereinsbank AG

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Commerzbank AG

Heidelberg, 3.2.97  
(Place, Date)

[Signed]  
Sparkasse Heidelberg

**Annex to the contract of pledge (trademarks) of 5./6.12.98**

**between**

Mutschler Schreib- und Zeichengeräte GmbH  
Im Weiler 14  
69121 Heidelberg

**and**

1. Deutsche Bank AG  
Heidelberg Branch  
Aderauerplatz 1  
69115 Heidelberg
2. Baden-Württembergische Bank AG  
Heidelberg Branch  
Poststr. 4  
69115 Heidelberg
3. Bayerische Vereinsbank AG  
Heidelberg Branch  
Poststr. 18-20  
69115 Heidelberg
4. Commerzbank AG  
Heidelberg Branch  
Kurfürstenanlage 47-51  
69115 Heidelberg
5. Sparkasse Heidelberg  
Kurfürstenanlage 10-12  
69115 Heidelberg

The rights from the following currently registered trademarks shall be pledged:

German Patent Office:	Trademark No.: 672534
International Patent Office: (IR mark)	Trademark No.: R222119
USA	Trademark No.: 1142470
Great Britain	Trademark No.: 1121327
Japan	Trademark No.: 874987

Heidelberg, 5.12.96  
(Place, Date)

[Signed]  
Mitscher Schreib- und Zeichengeräte GmbH

Heidelberg, 5.12.96  
(Place, Date)

[Signed]  
Deutsche Bank AG

Heidelberg, 6.12.96  
(Place, Date)

[Signed]  
Baden-Württembergische Bank AG

Heidelberg, 6.12.96  
(Place, Date)

[Signed]  
Bayernsche Vereinsbank AG

Heidelberg, 6.12.96  
(Place, Date)

[Signed]  
Commerzbank AG

Heidelberg, 6.12.96  
(Place, Date)

[Signed]  
Sparkasse Heidelberg

Auswertung für die Bank

**Anlage zum Verpfändungsvertrag (Marken) vom 05.06.1944...****zwischen**

**Mutschler Scheib- und Zeichengeräte GmbH**  
**Lin Weiler 14**  
**69121 Heidelberg**

**und**

1. Deutsche Bank AG  
 Filiale Heidelberg  
 Adenauerplatz 1  
 69115 Heidelberg
2. Baden-Württembergische Bank AG  
 Filiale Heidelberg  
 Poststr 4  
 69115 Heidelberg
3. Bayerische Vereinsbank AG  
 Filiale Heidelberg  
 Poststr. 18-20  
 69115 Heidelberg
4. Commerzbank AG  
 Filiale Heidelberg  
 Kurfürstenanlage 47-51  
 69115 Heidelberg
5. Sparkasse Heidelberg  
 Kurfürstenanlage 10-12  
 69115 Heidelberg

**Die Rechte aus folgenden gegenwärtig registrierten Marken werden verpfändet****Deutsches Patentamt**                    **Marken-Nr.: 672534****Internationales Patentamt**            **Marken-Nr.: R222119**  
**(IR-Marken)****USA**                                        **Marken-Nr.: 1142470****Großbritannien**                        **Marken-Nr.: 1121327****Japan**                                        **Marken-Nr.: 874987**

Heidelberg, 5.12.96.  
Ort, Datum

Heidelberg 6.12.96  
Ort, Datum

Heidelberg 6.12.96  
Ort, Datum

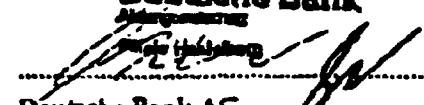
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Ort, Datum

Heidelberg, 8. DEZ 1996  
Ort, Datum

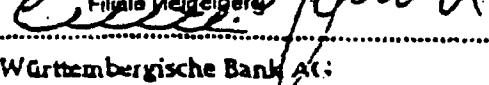
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Ort, Datum

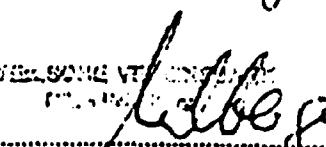
  
Mutschler Schreib- und Zeichengeräte GmbH

**Deutsche Bank**

  
Deutsche Bank AG

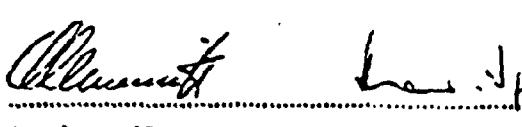
  
BADEN-WÜRTTEMBERGISCHE BANK AG  
Filiale Heidelberg

  
Baden-Württembergische Bank AG

  
BAYERISCHE VEREINSBANK AG

  
COMMERZBANK  
AG

  
Commerzbank AG

  
Sparkasse Heidelberg