

09-23-1998

TRADEMARKS ONLY

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TRADEMARKS ONLY



100836238

ess of Party(ies) receiving an

Mad 9-22-98

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

Mutschler Schreib- und Zeichengeräte GmbH

SEE ATTACHMENT A

Entity:

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

Entity:

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

RECORDED
INDEXED
SEP 23 1998
FBI - PHOENIX

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

- Yes
- No

Citizenship: GERMAN

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) 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?

- Yes
- No

A. Trademark Application No(s).
None

B. 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

Colette A. Durst-Barkey
Signature

September 19, 1998
Date

Total number of pages comprising cover sheet: 1

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 Hanson Close, Beckenham, Kent BR3 1WJ, translator to Marks & Clerk, Chartered Patent Agents, of 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 #: 28927

Bank Copy

Contract of Pledge

- 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 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 patents 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 4.12.94 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 authorize 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]
Mulscher 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]
Bayernische 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 patents 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]
Mutschler 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]
Bayerische 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./6.12.96

between

Mutschler Schreib- und Zeichengeräte GmbH
Im Weiher 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]
Mutschler 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]
Bayernische Vereinsbank AG

Heidelberg, 6.12.96
(Place, Date)

[Signed]
Commerzbank AG

Heidelberg, 6.12.96
(Place, Date)

[Signed]
Sparkasse -Heidelberg

Anlage zum Verpfändungsvertrag (Marken) vom 05.06.12.1996

zwischen

Mutschler Schreib- und Zeichengeräte GmbH
Im 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 (IR-Mark)	Marken-Nr.: R222119
USA	Marken-Nr.: 1142470
Großbritannien	Marken-Nr.: 1121327
Japan	Marken-Nr.: 874987

Heidelberg 5.12.96
Ort, Datum

[Signature]
Mutschler Schreib- und Zeichengeräte GmbH

Heidelberg 6.12.96
Ort, Datum

Deutsche Bank
[Signature]
Deutsche Bank AG

Heidelberg 6.12.96
Ort, Datum

BADEN-WÜRTTEMBERGISCHE BANK AG
Filiale Heidelberg
[Signature]
Baden-Württembergische Bank AG

Heidelberg 6.12.96
Ort, Datum

BAYERISCHE VEREINSBANK
[Signature]
Bayerische Vereinsbank AG

Heidelberg 8. DEZ 1996
Ort, Datum

COMMERZBANK
PRÄFIZIERT
[Signature]
Commerzbank AG

Heidelberg 6.12.96
Ort, Datum

[Signature]
Sparkasse Heidelberg