

10-26-2001



101887552

Form PTO-1594
1-31-92

HEET
.Y

U.S. 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):
Suntec Industries Incorporated

10/15/01

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State -Delaware
 Other

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

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

Name: BNP Paribas
Internal Address: _____
Street Address: Place du Marché Saint Honoré
City: Paris Cedex J1 State: France Réf. 384

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Security Agent

If assignee is 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) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: July 17, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

15

Additional numbers attached? Yes No

Trademark Registration No.(s)\
2128752

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Francis L. McGrath, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
(23-1705 in case of deficiency)
(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.

Francis L. McGrath October 12, 2001
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SUNTEC	2,128,752	13-Jan-1998
SUNTEC	2,062,961	20-May-1997
SUNTEC and Design	2,132,286	27-Jan-1998
SUNTEC and Design	1,451,773	11-Aug-1987



DESIGNATION OF DOMESTIC REPRESENTATIVE

White & Case LLP, whose postal address is 1155 Avenue of the Americas, New York, New York, 10036, is hereby designated applicant's representative upon whom notices or process in proceedings affecting the applicant's interests may be served. All correspondence regarding the marks should be sent to the attention of Alan Blum, Esq.

BNP PARIBAS

By: [Signature]
Name: Bertrand de ROSAMEL
Title:

Dated: 3 octobre, 2001.

2,128,752



**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Suntec Industries Incorporated, a Delaware corporation (the "**Grantor**") with principal offices at 2210 Harrison Avenue, P.O. Box 7010, Rockford, IL 61125-7010, hereby assigns and grants to BNP Paribas, as Security Agent, with principal offices at Place du Marché Saint Honoré, 75031 Paris Cedex 01, France (Réf. 384), (the "**Assignee**"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and pending patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the U.S. Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the U.S. Security Agreement between the Grantor and the Assignee, dated as of July 17, 2001 (as amended from time to time, the "**U.S. Security Agreement**"). Upon the occurrence of the Termination Date (as defined in the U.S. Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the U.S. Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 17th day of July, 2001.

Suntec Industries Incorporated, Grantor

By:  _____

Name:

Title:

BNP PARIBAS,
as Security Agent, Assignee

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 17th day of July, 2001.

Suntec Industries Incorporated, Grantor

By: _____

Name:

Title:

BNP PARIBAS,
as Security Agent, Assignee

By: Bertrand de Rosamel _____

Name: Bertrand de ROSAMEL

Title:

<u>PATENT NO.</u>	<u>PATENT</u>	<u>ISSUE DATE</u>
4,728,271	Arrangement for mounting two (2) gears on a shaft (88XX press fit).	03-01-88
4,898,523	“J” lip seal drive.	02-06-90
4,958,997	Improved drive, two-stage.	09-25-90
5,145,328	Improved waste oil pump, auto purge (diaphragm), magnet.	09-08-92
5,316,457	Improved drive, A70 (reversed gear).	05-31-94
5,346,174	Spring (bent) for diaphragm valve.	09-13-94
5,368,068	ALE pump with check valve in nozzle plug.	07-07-94
5,692,680	Improved ring gear meter pump with diaphragm, check valve, discharge ref. to regulator.	12-2-97
6,129,176	Sound attenuating motor end shield	10-10-00
6,155,804	Sound attenuating motor end shield for a hydraulic pump.	12-5-00