

06-18-2003

Form PTO-1594

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102476862

U.S. DEPARTMENT OF COMMERCE
U.S. 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): 5.2803
 Minova International Limited
 f/k/a Fosroc Mining International Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-~~State~~ (United Kingdom)
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Barclays Bank PLC
 Internal
 Address: _____

Street Address: 54 Lombard Street
 City: London ~~State~~: UK Zip: EC3P 3AH

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-~~State~~ United Kingdom
 Other _____

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 Agreement Change of Name
 Other _____

Execution Date: 3/31/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
78031978

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2176583, 1575016, 1690186

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Thomas M. Rowland
 Internal Address: Fried Frank et al

 Street Address: One New York Plaza

 City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
060920
 (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.

Thomas M. Rowland Thomas M. Rowland 5/15/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002756 FRAME: 0864

DESIGNATION OF DOMESTIC REPRESENTATIVE

TEKPAK

Identify the mark

78031978

Application No.

Barclays Bank PLC

Security Interest Holder

5/9/03

Date of signature

Fried Frank Harris Shriver & Jacobson

Name of domestic representative


whose postal address is

One New York Plaza

New York, NY 10004

ATTN: Tom Rowland

is hereby designated as representative for Barclays Bank PLC upon whom notice or process in proceedings affecting the mark may be served.


By: Eric Vinton
Title: Associate Director

DESIGNATION OF DOMESTIC REPRESENTATIVE

AIRTITE

Identify the mark

2176583

Registration No.

Barclays Bank PLC

Security Interest Holder

5/9/03

Date of signature

Fried Frank Harris Shriver & Jacobson

Name of domestic representative

whose postal address is

One New York Plaza

New York, NY 10004

ATTN: Tom Rowland

is hereby designated as representative for Barclays Bank PLC upon whom notice or process in proceedings affecting the mark may be served.



By: Eric Vincent

Title: Associate Director

DESIGNATION OF DOMESTIC REPRESENTATIVE

LOKSET

Identify the mark

1575016

Registration No.

Barclays Bank PLC
Security Interest Holder

5/9/03

Date of signature

Fried Frank Harris Shriver & Jacobson

Name of domestic representative


whose postal address is

One New York Plaza

New York, NY 10004

ATTN: Tom Rowland

is hereby designated as representative for Barclays Bank PLC upon whom notice or process in proceedings affecting the mark may be served.


By: Eric Vincent
Title: Associate Director

DESIGNATION OF DOMESTIC REPRESENTATIVE

TEKSEAL

Identify the mark

1690186

Registration No.

Barclays Bank PLC

Security Interest Holder

5/9/03

Date of signature

Fried Frank Harris Shriver & Jacobson

Name of domestic representative


whose postal address is

One New York Plaza

New York, NY 10004

ATTN: Tom Rowland

is hereby designated as representative for Barclays Bank PLC upon whom notice or process in proceedings affecting the mark may be served.


By: Eric Vincent
Title: Associate Director

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MINOVA INTERNATIONAL LIMITED (formerly known as FOSROC MINING INTERNATIONAL LIMITED), a corporation organized under the laws of the United Kingdom (the "Assignor"), having its chief executive office at Brookstreet des Roches, Des Roches Square, Witon Way Witney, Oxfordshire OX28 4LF, hereby grants and assigns to BARCLAYS BANK PLC, as Security Agent (the "Assignee"), with offices at 54 Lombard Street, London EC3P 3AH, United Kingdom, by way of security for the Indebtedness as defined in the Debenture referred to below, a security interest in all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all United States patents, including, without limitation, all United States patents described on Schedule A hereto, and any renewals thereof;

(b) all other letters patent and design letters patent of the United States;

(c) all applications filed or in preparation for filing for letters patent and design letters patent of the United States, including, without limitation, applications in the United States Patent and Trademark Office or in any similar office or agency of the United States;

(d) all reissues, divisions, continuations, continuations-in-part, revisions, renewals or extensions of any of the foregoing;

(e) all agreements (each a "Patent License") granting to the Assignor any right, whether exclusive or non-exclusive, with respect to any person's or entity's United States patent or pursuant to which the Assignor has granted to any other person or entity, any right, whether exclusive or non-exclusive, with respect to any United States patent, including, without limitation, the Patent Licenses set forth on the Schedule A hereto;

(f) all United States trademarks and service marks, trademark and service mark registrations and trademark and service mark applications, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark, trademark and service mark registration, and trademark and service mark application, including each trademark, trademark registration and trademark application referred to in Schedule B hereto; but excluding in all cases all intent-to-use United States trademark applications until an amendment to allege use or statement of use has been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, and has been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office;

(g) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, along with all prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(h) all reissues, extensions and renewals of any trademark or service mark, trademark or service mark registration, trademark or service mark application or other item referred to in paragraph (f) or (g) above;

(i) all agreements (each a "Trademark License") now or hereafter in existence granting to the Assignor any right, whether exclusive or non-exclusive, to use another person's or entity's United States trademarks or trademark applications, or pursuant to which the Assignor has granted to any other person or entity any right, whether exclusive or non-exclusive, to use any United States trademark, whether or not registered, including, without limitation, the Trademark Licenses set forth on Schedule B hereto, and the rights to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Assignor and now or hereafter covered by such Trademark Licenses;

(j) all claims for, and rights to sue for, past, present or future infringement of any of the foregoing;

(k) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Patent Licenses and/or Trademark Licenses (each as defined above) in connection therewith; and

(l) all rights corresponding to any of the foregoing arising under the laws of the United States.

THIS ASSIGNMENT OF SECURITY INTEREST is granted in conjunction with the security interests granted to the Assignee pursuant to a security accession deed dated the same date as this Assignment to an English law debenture made between (among others) the Assignor, as a Charging Company, and the Assignee, as Security Agent, dated January 24, 2003, as amended, modified or supplemented from time to time (the "Debenture"). 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 Debenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Debenture, the provisions of the Debenture shall govern.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF UNITED STATES FEDERAL OR OTHER LAW.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 31st day of March, 2003.

Executed as a deed by:

MINOVA INTERNATIONAL LIMITED, as Assignor

By: _____

Name: RORY M. HARRIS

Title: Attorney-in-fact

BARCLAYS BANK PLC, as Security Agent, as Assignee

By: _____

Name:

Title:

County of Larue
State/Country of Kentucky

The foregoing instrument was acknowledged before me this 27th day of March, 2003 by Rory Michael Harris as Attorney-in-fact of Minova International Limited, a corporation organized under the laws of the United Kingdom, on behalf of Minova International Limited.

My commission expires: August 24, 2005

Notarial Seal

Rebecca Sharp

Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 31st day of March, 2003.

Executed as a deed by:

MINOVA INTERNATIONAL LIMITED, as Assignor

By: _____

Name:

Title: Attorney-in-fact

BARCLAYS BANK PLC, as Security Agent, as Assignee

By: _____ 

Name:

Title:

New York County
New York, USA

The foregoing instrument was acknowledged before me this 31st day of March, 2003 by Rory Michael Harris as Attorney-in-fact of Minova International Limited, a corporation organized under the laws of the United Kingdom, on behalf of Minova International Limited.

My commission expires:

Notarial Seal

Notary Public

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Patent Holder</u>
4,669,919	6/2/87	Consolidation/Stabilisation; Wilkit use	Fosroc Mining International Limited
PCT/GB 02/04134	9/11/02	Roof bolts for use in mines; a method for their production and method for their installation	Fosroc Mining International Limited
5,141,365	8/25/92	Backfilling in mines; slurrying water, inert fillers, binders, then adding inorganic gelling agent just before discharging to fill underground void.	Fosroc Mining International Limited
PCT/GB01/00491	2/8/01	Wilkit E--Non-separating catalyst	Fosroc Mining International Limited

TRADEMARKS

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
2,176,583	7/28/98	AIRTITE
1,575,016	1/02/90	LOKSET
1,690,186	6/02/92	TEKSEAL

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
78/031,978	10/23/00	TEKPAK