

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texon Moeckmuehl GmbH		02/08/2005	Limited Liability Company: GERMANY
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	54 Lombard Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC3P 3AH		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
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CH \$40.00 2804375

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Signature:	/stacey friends/
Date:	06/30/2005

Total Attachments: 50

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DATED

08 FEBRUARY 2005

**TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS
AND RELATED RIGHTS AND CLAIMS
(SICHERUNGSABTRETUNG VON GEWERBLICHEN SCHUTZRECHTEN UND DAMIT
ZUSAMMENHÄNGENDEN RECHTEN UND ANSPRÜCHEN)**

between

Texon Möckmühl GmbH
as "**Transferor**"

and

Barclays Bank PLC
as "**Security Agent**"

Lovells

Ref: 001BB.53422

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THIS AGREEMENT FOR THE TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND RELATED RIGHTS AND CLAIMS is dated 08 February 2005 and made

BETWEEN

1. **Texon Möckmühl GmbH**, a limited liability company governed by the laws of the Federal Republic of Germany, registered in the commercial register kept with the Local Court (*Amtsgericht*) of Heilbronn, under HRB 6641, with business seat at Roigheimer Straße 69-72, 74219 Möckmühl, Germany,

(the "Transferor"),

and

2. **Barclays Bank PLC**, 54 Lombard Street, London EC3P 3AH, United Kingdom,

(the "Security Agent")

The Transferor and the Security Agent are hereinafter collectively referred to as the "Parties".

IT IS AGREED as follows:

WHEREAS:

- (A) Each of the banks and financial institutions listed in **Schedule 1** hereto (the "**Banks**") have agreed to make available to inter alia Texon (NewCo 2) Ltd certain loans on and subject to the terms of a facilities agreement dated on or about the date of this Agreement among inter alia Texon (NewCo 2) Ltd as borrower, the Banks as lenders and the Security Agent (as amended, varied, novated, supplemented, superseded, increased or extended from time to time the "**Facilities Agreement**"), the other Senior Finance Documents (as defined below), the Hedging Documents (as defined below) and the Mezzanine Facilities Agreement (as defined below).
- (B) The Transferor is the legal and beneficial owner of the intellectual property rights listed in **Schedule 2**.
- (C) The Security Agent is acting as security trustee on its own behalf and on behalf of the Finance Parties (as defined below) in relation to, among others, the security provided hereunder.
- (D) It is a condition to the Banks making the facilities available that the Transferor enters into this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 **Definitions:** Unless the context otherwise requires, words or expressions defined in the Facilities Agreement shall have the same meanings in this Agreement and this construction shall survive the termination of the Facilities Agreement. In addition, in this Agreement,

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty.

"Collateral" means all present and future, national, international and European intellectual property rights and similar right with effect in Germany, Europe and world wide – but excluding such rights with effect in France and Italy, and excluding European Community trademark rights – held in the present and in future by the Transferor, in particular but not limited to its patents (*Patente*), supplementary protection certificates (*ergänzende Schutzzertifikate*) utility models (*Gebrauchsmuster*), design rights (*Geschmacksmuster und Designmuster*, (including unregistered community designs, *Gemeinschaftsbenutzungsgeschmacksmuster*), topographies (*Topographien*), plant variety rights (*Sortenschutzrechte*), trade marks (*Marken*) (together with the goodwill of the business(es) that is/are symbolized by the trade marks), designations of origin (*Herkunftsbezeichnungen*), trade names (*Unternehmenskennzeichen*) (to the extent that trade names are assignable pursuant to the applicable national law), unregistered titles (*Werktitel*), domain-names, copyrights and neighbouring rights (to the extent that copyrights and neighbouring rights are not assignable pursuant to the applicable national law limited to the transfer of exclusive utilisation rights), database rights (*Datenbankrechte*), know-how (to the extent that know-how is assignable pursuant to the applicable national law and to the extent such know-how may be subject of an intellectual property right) and any other existing or future intellectual property or similar right. Collateral shall also include all rights from applications for the aforementioned rights and all title to the rights and where this may not be legally possible the grant of an extensive, exclusive, transferable, unlimited, worldwide utilisation rights (*Nutzungs- und Verwertungsrechte*) permitting all types of use (*Nutzungsarten*) (including, without limitation, any use for the purpose described in Clause 3 (*Security Purpose*)) for all times (such rights also being referred to as the **"Utilisation Rights"**). The transfer of the Utilisation Rights shall include all utilisation rights that the Transferor may legally own and assign in respect of third party intellectual property rights. Collateral shall also include all Assigned Rights and Claims (as defined in Clause 2.6).

"Enforcement Event" means any event of default under a Finance Document.

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Document.

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Deed.

"Hedging Documents" has the meaning given to that term in the Intercreditor Deed.



"Mezzanine Agent" means Barclays Bank PLC and includes any successor agent appointed pursuant to the Mezzanine Facility Agreement at any time.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated on or around the date of this Agreement between the Parent, Texon (NewCo 2) Ltd as borrower, the companies detailed therein as Original Guarantors, the Mezzanine Agent, Barclays Bank PLC as mezzanine arranger, Barclays Bank PLC as Security Agent and the persons named in the agreement as Lenders.

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any fee letter setting out any of the fees referred to in clause 10 of the Mezzanine Facility Agreement, any accession letter under the Mezzanine Facility Agreement, any Security Document, the Intercreditor Deed, any Transfer Certificate or undertaking delivered pursuant to clause 21 (*Changes to the Lenders*) of the Mezzanine Facility Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation made under the Mezzanine Facility Agreement and any other document designated as such by the Mezzanine Agent, the Agent and the Parent.

"Mezzanine Finance Party" means the Mezzanine Agent, the Lenders (as defined in the Mezzanine Facility Agreement), the Security Agent and the Arranger (as defined in the Mezzanine Facility Agreement).

"Obligors" means the Parent and any person which is or becomes in the future a party to a Finance Document as borrower, guarantor, obligor, chargor or otherwise provides collateral for the Secured Obligations (as defined below) and their respective successors from time to time and an **"Obligor"** means any of them.

"Parallel Obligations Agreement" means the agreement between the Security Agent and the Parent (acting for himself and the other Obligors) dated on or about the date of the Agreement and creating an abstract acknowledgement of debt for the benefit of the Security Agent.

"Parent" means Texon (NewCo 1) Ltd a limited liability company incorporated in England and Wales under the Companies Act 1985 with registered number 5329671.

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

"Senior Finance Document" means the Facilities Agreement, the Intercreditor Deed, the Security Documents, any Fee Letter, the Hedging Strategy Letter, any Accession Letter, any Transfer Certificate or undertaking delivered pursuant to Clause 25 (*Changes to the Lenders*) of the Facilities Agreement, any Ancillary Document, any Obligation Document and any other document designated as such by the Agent and the Parent.

"Senior Finance Party" means collectively the Administrators, the Lenders, the Issuing Lender and any Ancillary Lender.

1.2 In this Agreement, unless the contrary intention appears, a reference to:

- (i) an "authorisation" includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration and notarisation;
- (ii) a "guarantee" includes any form of guarantee or indemnity (including any *Bürgschaft* or *Garantie*) or other assurance against financial loss (including any obligation to purchase any liability);
- (iii) a "month" or a period of "months" is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the relevant next calendar month, except that, if there is no numerically corresponding day in that next month, that period shall end on the last day on which banks are open for business in Frankfurt am Main, Germany, ("**Business Day**") in that calendar month;
- (iv) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (i) a "tax" means any present or future tax, impost, duty, levy or charge of a similar nature payable to or imposed by any supra-national, governmental, federal, state, provincial, local governmental or municipal taxing authority, body or official, whether in Germany or elsewhere (together with any related penalties, fines, surcharges and interest);
- (v) a provision of a law is a reference to that provision as amended or re-enacted;
- (vi) a Clause or an Annex or an Exhibit is a reference to a clause of or an annex or exhibit, as the case may be, to this Agreement;
- (vii) a person or entity includes its successors, permitted transferees and assignees;
- (viii) a Finance Document or another document is a reference to that Finance Document or that other document as amended or supplemented;
- (ix) a time of day is a reference to Frankfurt am Main time.

1.2 Words importing the singular shall include the plural and vice versa.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

2.1 The Transferor hereby transfers and assigns all title held by it to the Collateral.

2.2 To the extent that know-how is not assignable pursuant to the applicable national law the transfer of the Collateral shall also include the transfer of title to the physical evidence of the know-how, if any, held by or under the control of the Transferor.

Delivery of possession of physical evidence of know-how to the Security Agent is hereby replaced by the agreement that the Transferor holds such physical evidence in gratuitous custody for the Security Agent (*Besitzmittlungsverhältnis im Rahmen einer unentgeltlichen Verwahrung*). The Transferor hereby further assigns all present and future claims against third parties obtaining actual possession of such physical evidence to the Security Agent, who accepts such assignment.

- 2.3 The presently existing Collateral referred to under Clause 2.1 and 2.2 are herewith being transferred, all future Collateral are transferred to the Security Agent as of the moment of the relevant Collateral coming into existence.
- 2.4 The Security Agent hereby accepts the transfer and assignments of the Collateral in Clauses 2.1 to 2.3.
- 2.5 The transfer of the Collateral shall become effective upon the execution of this Agreement.
- 2.6 To the extent the Transferor has granted or may in future grant utilisation rights or licences with regard to the Collateral (but excluding the Assigned Rights and Claims) to third parties, the Transferor hereby assigns, and the Security Agent accepts such assignment, all present and future rights and claims from granting such utilisation rights or licences (the "**Assigned Rights and Claims**"). The title to future Assigned Rights and Claims passes as of the moment of their coming into existence.
- 2.7 A list of the Collateral to which the Transferor holds title as of the date of this Agreement which is registered or in respect of which an application has been filed is attached hereto as **Schedule 2**. The parties agree that Collateral shall also be transferred hereby if, for any reason whatsoever, such Collateral is not, or is only incompletely, shown in **Schedule 2**.
- 2.8 To the extent that the transfer and assignment of any part of the Collateral may require any additional declaration, documentation or any other action, the Transferor shall upon the Security Agent's request issue any such declaration or perform any such other action that may be required in order to register, establish or perfect the security granted hereunder. Until an Enforcement Event shall have occurred the Security Agent shall be entitled to register only the Collateral listed in **Schedule 3**.

3. SECURITY PURPOSE

- 3.1 The purpose of the transfer and assignment of the Collateral is to provide a collateral security for all existing, future and contingent payment claims which
 - (a) the Security Agent may have in such capacity under the Parallel Obligations Agreement, and/or
 - (b) the Finance Parties may have against the Parent, the Transferor and/or all other Obligors under or in connection with the Finance Documents, including any claims in the event of the invalidity of any Finance Document and in connection with payments made under the Finance Documents.

Claims of the Finance Parties mentioned under (b) shall, for clarification purposes, include all claims of future Finance Parties entering into the Finance Documents after signing this Agreement. In case of agreed amendments and restatements of the Finance Documents the Parties to this Agreement agree that the Collateral shall also serve as security for all claims the Finance Parties and the Security Agent respectively may have under the Finance Documents as amended and restated. The claims under (a) and (b) are referred to as the "**Secured Obligations**".

3.2 The Security Agent is exclusively and irrevocably entitled to exercise all and any rights pursuant to this Agreement. In case of retirement or discharge of the Security Agent, the rights of the Security Agent shall be exercised by a successor Security Agent to be appointed in accordance with the Finance Documents.

3.3 In case and to the extent that the Collateral is enforced with respect to Secured Obligations of an Obligor other than the Transferor or its subsidiaries, the Security Agent agrees to realise the value of the Collateral only in accordance with the following provisions:

(a) The Security Agent agrees, other than in accordance with the procedure set out in this Clause 3.3, (i) not to claim an amount in the distribution of proceeds as part of the enforcement process which is higher than the Realisable Amount, and (ii) to repay proceeds arising from such enforcement (the "**Proceeds**") in excess of the Realisable Amount.

(b) "**Realisable Amount**" shall mean such amount which may be paid by the Transferor by means the application of the Proceeds towards the Secured Obligations without having the effect of

- reducing the Transferor's net assets (*Nettovermögen*) (or, in case of a GmbH & Co. KG, the aggregated net assets of the Transferor and of the general partner of the Transferor) (the "**Net Assets**") to an amount less than its stated share capital (*Stammkapital*) (or, in case of a GmbH & Co. KG, of its general partner), or
- if the Net Assets are already an amount less than the stated share capital of the Transferor) causing such amount to be further reduced,

and thereby affecting the assets required for the obligatory preservation of the stated share capital according to Sects. 30, 31 German Limited Liability Companies Act. The value of the Transferor's Net Assets shall be determined in accordance with the principles for ordinary bookkeeping and the preparation of balance sheets as they were consistently applied by the Transferor in preparing its unconsolidated balance sheets in the previous years, save that

- (i) the amount of any increase of capital after the date of this Agreement that has been effected without the prior written consent of the Security Agent shall be deducted from the stated share capital (*Stammkapital*);

- (ii) loans provided to the Transferor by any members of the Group as far as such loans are subordinated or qualify under section 32a German Limited Liability Companies Act shall be disregarded;
 - (iii) any funds borrowed under any Facility Agreement and on-lent to the Transferor shall be disregarded;
 - (iv) the amount by which the market value of the Collateral to be realised exceeds their book value shall be added to the Realisable Amount;
 - (v) the Transferor is obliged to sell assets the market value of which is substantially higher than their book value, and
 - (vi) loans and other contractual liabilities incurred by the Transferor in violation of the provisions of any of the Finance Documents shall be disregarded, in the latter case to the extent that such violation results from gross-negligent or wilful misbehaviour.
- (c) The limitations set out in paragraph (a) and (b) only apply if and to the extent that
- (i) within seven (7) business days following receipt of a notice of realisation of the Collateral by the Transferor from the Security Agent (the "**Relevant Date**"), the managing director(s) on behalf of the Transferor has/have confirmed in writing to the Security Agent (x) to what extent the Collateral is/are an up-stream or cross-stream security as described above and (y) by which amount the proceeds from the enforcement (taking into account the adjustments set out in paragraph (b) above) would exceed the Realisable Amount, and such confirmation is supported by evidence reasonably satisfactory to the Security Agent (the "**Management Determination**") and the Finance Parties (acting through the Security Agent) have not contested this; or
 - (ii) within thirty (30) days from the date the Finance Parties (acting through the Security Agent) have contested the Management Determination and the Security Agent receives a determination of the Realisable Amount as of the last day of the calendar month ending before the Relevant Date by auditors of international standard and reputation (the "**Auditor's Determination**") appointed by the Transferor with the consent of the Security Agent. Absent manifest error, such determination shall be binding on all parties.
- (d) The suspension of the exercise of the Finance Parties' claims under (b) shall not apply if, at the time of the notification by the Security Agent, insolvency proceedings (*Insolvenzverfahren*) concerning the Transferor have been opened or filed for (*beantragt*).
- (e) If the Security Agent, disagrees with the Auditor's Determination, the Security Agent shall be entitled to enforce the Collateral to the amount which is undisputed between the Security Agent and the Transferor in

accordance with the provisions hereof (the "**Undisputed Amount**"). In relation to the amount which is disputed, the Security Agent shall be entitled to further pursue the Finance Parties' claims (if any).

4. **GRANT OF A LICENSE AND COLLECTION**

- 4.1 Until the occurrence of an Enforcement Event the Security Agent hereby grants to the Transferor (i) with regard to the Utilisation Rights a respective non-exclusive, world-wide utilisation right and (ii) for all other Collateral (excluding the Utilisation Rights) a respective exclusive, world-wide utilisation right (collectively referred to as the "**Licence**") for the use of the respective Collateral free of charge in the ordinary course of business, including sublicensing in the ordinary course of business on arms length terms. The Licence excludes (i) the right to grant third parties a right to sub-licence any rights (save where such sub-licences are already in existence at the time of execution of this Agreement) and (ii) any action prohibited by Clause 6 (*Undertakings of the Transferor*). To the extent that the Licence is granted in relation to trademarks the Transferor shall in order to comply with the Security Agent's quality control standards: (i) use its best efforts to maintain the nature and quality of the trademarks; (ii) adhere to such other specific reasonable quality control standards that the Security Agent may from time to time promulgate and communicate to the Transferor with respect to the trademarks; (iii) comply with all federal, state and local laws and regulations governing the use of the trademarks, including without limitation securities law and regulations; and (iv) not alter or modify any trademark in any way. If the Transferor fails to comply with any of the provisions in this Clause 4.1, such failure shall be deemed to be a material breach of the Transferor's obligations under this Agreement and shall entitle the Security Agent to terminate the Licence in relation to the relevant trademark.
- 4.2 Until the occurrence of an Enforcement Event the Transferor has the right to receive and keep any monies in connection with or for the use of the Licence. After the occurrence of an Enforcement Event, all amounts outstanding and due thereafter shall be for the benefit of the Security Agent.
- 4.3 Until the occurrence of an Enforcement Event, the Transferor has the right to be named as owner of the Collateral in the relevant public register, in particular the Patent- and Trademark Office, including the same right in respect of future application for registration of any Collateral. For the purpose of transcribing the Collateral to the Security Agent the Transferor will deliver to the Security Agent as soon as reasonably practicable after the execution of this agreement and at any time upon the Security Agents request a declaration of assignments in form and substance in accordance with the sample contained in **Exhibit A**.
- 4.4 The Transferor is authorised to exercise and/or collect the Assigned Rights and Claims (*die Forderungen einzuziehen*) in the normal course of ordinary business conduct (*ordnungsgemäßer Geschäftsbetrieb*). The Transferor shall in doing so act with the diligence of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmanns*). The sale of the Assigned Rights and Claims by means of genuine factoring transactions (*echtes Factoring*) is only permitted with the prior written consent of the Security Agent. The authorisation to collect the Assigned Rights and Claims is automatically terminated if and when

- (a) the Transferor is in material default in complying with its obligations under the Finance Documents, in particular if an Enforcement Event shall have occurred, and/or
- (b) the assignment is notified to the third-party debtors in accordance with Clause 4.5 below.

4.5 The Security Agent is authorised to notify the third-party debtors of the assignment of the Assigned Rights and Claims not only in the Security Agent's name, but also in the Transferor's name if such notification is necessary to safeguard the legitimate interests of the Finance Parties, in particular if the Transferor is in default in complying with its obligations under the Finance Documents, in particular if an Enforcement Event shall have occurred.

4.6 Upon execution of this Agreement and at any time upon the Security Agent's request, the Transferor shall provide the Security Agent with blank notification letters in form and substance in accordance with the sample contained in **Exhibit B**, translated into German or other languages, as the case may be, to be addressed to third-party debtors concerning the assignment (such notice being capable of being served by the Security Agent once the authorisation granted in Clause 4.4 shall have terminated). The Security Agent is authorised to duplicate and make copies of such blank notification letters.

4.7 In case and to the extent that the Security Agent exercises and/or collects Assigned Rights and Claims itself, it may make all agreements and consent to all measures which it considers necessary or reasonable, in particular grant time or indulgence or agree to a reduction of claims or make a settlement. The Security Agent, in exercising and/or collecting Assigned Rights and Claims, will use the same standard of care it uses in its own affairs. The Security Agent is not obliged to collect any Assigned Rights and Claims. The Transferor is obliged to pursue the collection of claims at its own expense upon the Security Agent's request.

5. REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR

5.1 The Transferor hereby represents and warrants (*garantiert*) that:

- (a) It has taken all necessary corporate action to authorise the entry into and delivery of this Agreement, and that it can perform all obligations under this agreement;
- (b) the information in **Schedule 2** is true and complete to the Transferors best knowledge;
- (c) the Transferor is the legal and beneficial owner and holder of title to the intellectual property listed in **Schedule 2**;
- (d) as of the date of execution of this agreement, the Transferor is listed as holder of title in any relevant register, in particular the German Patent- and Trademark Office, with respect to the intellectual property listed in **Schedule 2**. Where this is not the case, the Transferor will file the

documentation necessary to record itself as the registered proprietor with the relevant register;

- (e) the application for registration of the Collateral listed in **Schedule 2** was in compliance with applicable law and that in the ordinary course of its business, all measures, including without limitation the payment of fees and expenses when due, have been taken to maintain the said Collateral in full force and effect;
- (f) the Collateral as of the date of execution of this agreement to the Transferors best knowledge are free from attacks and objections by third parties;
- (g) the Collateral as of the date of execution of this agreement are free from contractual or *in rem* encumbrances (in particular the grant of exclusive rights) for the benefit of third parties, subject to the exceptions listed in **Schedule 4**. For the avoidance of doubt the existence of non-exclusive licences entered into in the normal course of business shall not amount to a breach of this Clause 5.1(g);
- (h) the Collateral as of the date of execution of this agreement to the Transferors best knowledge are free from infringements and violations by third parties, subject to the exceptions listed in **Schedule 5**.

6. UNDERTAKINGS OF THE TRANSFEROR

- 6.1 The Transferor undertakes to deliver to the Security Agent within one month of the execution of this Agreement copies of all documents evidencing the registration, and where such documents may not exist copies of all documents evidencing the application for registration for all Collateral existing as of the date of execution of this agreement.
- 6.2 The Transferor undertakes to take in the ordinary course of its business any and all measures or action (including omissions) to the effect that the Collateral shall
 - (a) come into existence with full force and effect;
 - (b) remain in existence and full force and effect (including without limitation the payment of fees and expenses and any monies when due as well as in the case of trade marks their use);
 - (c) be protected and safeguarded;
 - (d) remain to the undisturbed enjoyment of the Security Agent;

in each case as reasonably required by the Transferor's current business and subject to the exceptions described in Clause 6.6. For the avoidance of doubt, the Transferor shall not be obliged to actively pursue the development, registration, maintenance and protection of any intellectual property right if (i) such intellectual property right is not necessary for the business of any member of the Group (as defined in the Facilities Agreement) or (ii) if the costs and expenses thereof are materially disproportionate to the commercial value of such intellectual property right for the business of any member of the Group.



- 6.3 The Transferor undertakes not to transfer or assign the Collateral without the Security Agents prior written consent.
- 6.4 The Transferor undertakes to apply for and to prosecute the registration of any Collateral with the relevant register (if applicable), to the extent that it is commercially proportionate to do so, in particular the Patent- and Trademark Office, in its own name and at its own cost and to submit within one month of registration copies of the relevant documents evidencing such registration to the Security Agent.
- 6.5 The Transferor undertakes to defend and protect in its own name and at its own cost the Collateral against any attacks and objections by third parties whether in court or otherwise (including without limitation opposition procedures, nullification or application for deletion) subject to the Transferor demonstrating to the Security Agent's reasonable satisfaction that such defence or protection is not commercially reasonable. The Transferor will at its own cost defend the Security Agent against all and any attacks, whether in court or not, related to the Collateral and hold the Security Agent harmless from claims or expenses associated with such attacks, subject to the Security Agent promptly notifying the Transferor in writing of any such attack, allowing the Transferor to conduct any proceedings relating to such claim and giving such assistance as may reasonably be required. The Security Agent's rights of information and assistance described in Clause 6.7 apply.
- 6.6 To the extent the Transferor can demonstrate to the Security Agent's reasonable satisfaction that the cost of maintaining any Collateral clearly exceeds the commercial value of the same, the Security Agent will grant its consent to an abandonment of that Collateral, without prejudice to Clauses 6.2 and 6.3. Without prejudice to the Transferor's duty to such demonstration as set out before the Security Agent agrees with the abandonment of the items of Collateral which are identified in **Schedule 2** by the letter "N" in the column headed "Keep".
- 6.7 The Transferor undertakes to inform the Security Agent promptly after it becomes aware of any circumstances or any other measures which can reasonably be held to infringe, impair or jeopardise the Security Agent's rights relating to the Collateral. The Transferor undertakes in its own name and at its own expense to commence actions or proceedings against third parties which are infringers of the Collateral and to take any measure or action necessary against third parties to defend the Collateral against attacks which can reasonably be considered to interfere with scope of protection, including without limitation the dilution of trade marks. The Security Agent may assist the Transferor in this defence at its sole discretion. The Transferor shall inform the Security Agent regularly on the status of the proceedings and no right to end such proceeding by declaration or agreement (including without limitation the withdrawal of action or a settlement in or outside court) without the prior written consent of the Security Agent. On receipt of the Security Agent's consent, such consent not to be withheld where to do so would be commercially unreasonable to preserve the value of the Collateral, and either in respect of single or groups of items of the Collateral, the foregoing obligations in whole or in part shall not apply.
- 6.8 The Transferor undertakes to provide the Security Agent without undue delay at any time upon the Security Agent's written request (including without limitation

when a notice of the Security Agent's intention to realise the Collateral has been issued in accordance with Clause 7.3) – the following evidence and documentation:

- (a) Documents evidencing the full payment on time of all fees, expenses and monies for the maintenance of the Collateral in accordance with Clause 6.2(b);
- (b) updated lists of the Collateral in form and substance as the lists in **Schedule 2**;
- (c) updated lists of utilisation rights in form and substance as the lists in **Schedule 4** (including, upon request, the associated agreements).

6.9 The Transferor undertakes to inform the Security Agent promptly of any material subsequent changes in the value of any of the Collateral for whatever reason, of which it is aware.

7. REALISATION

7.1 The Security Agent is entitled to realise the Collateral if and when an Enforcement Event shall have occurred. The Security Agent shall take such measures only to the extent necessary for the satisfaction of outstanding Secured Obligations. In the case of realisation the Security Agent shall take into consideration the legitimate interests of the Transferor.

7.2 In the case of an Enforcement Event, the Security Agent shall be entitled to withdraw the authorisations and rights granted to the Transferor pursuant to Clauses 4.1 to 4.3 immediately. Upon withdrawal the Transferor is obliged to surrender to the Security Agent immediately all monies received from that moment pursuant to Clause 4.2. The Security Agent will treat such monies as additional collateral under this Agreement and apply them towards satisfaction of the Secured Obligations.

7.3 The Security Agent will notify the Transferor of its intention to realise the Collateral by giving seven calendar days notice (Section 368 of the German Commercial Code (*HGB*)). Such notice shall state the amounts with respect to which realisation is sought. In case of an emergency or where the Transferor has generally ceased to make payments or insolvency proceedings are filed against the Transferor or a request for the opening of insolvency proceedings is denied due to the lack of funds to cover the costs of the proceedings, no notice is required.

7.4 In case of an Enforcement Event the Security Agent shall be entitled to sell or to have the Collateral publicly auctioned without having obtained a final judgement or award (*vollstreckbarer Titel*) against the Transferor in any relevant court or tribunal and/or to grant utilisation rights or licences, as the case may be, until such sale or auction. To this end the Transferor is obliged to deliver immediately, and at the latest within the time period specified in Clause 7.3, to the Security Agent all documents and information (including without limitation the original certificates evidencing the registration and/or the application for registration) deemed

necessary or useful for such sale, auction or grant, as the case may be, to allow undisturbed enjoyment of the Collateral. A threat of sale or auction is not required. The auction may take place at any place in the Federal Republic of Germany to be designated by the Security Agent in its free discretion.

- 7.5 In case of an Enforcement Event the Security Agent shall be entitled to have the Collateral transcribed in the relevant public register, in particular the Patent- and Trademark Office, at the Transferors cost. Insofar as additional declarations or actions are necessary for the transfer of title of any Collateral, the Transferor shall, at the Security Agent's request, make such declarations or undertake such actions.
- 7.6 In the case of an Enforcement Event the Security Agent shall be entitled to demand from the Transferor that the Transferor realises the Collateral in the best way possible or assists in the realisation. The Transferor is obliged to immediately transfer all proceeds resulting from such realisation in accordance with the Security Agent's instructions. The Security Agent will treat such proceeds as additional collateral under this Agreement and apply them towards satisfaction of the Secured Obligations.
- 7.7 In the case of an Enforcement Event, and until the full and complete discharge of the Secured Obligations the Security Agent shall also be entitled to treat any proceeds from the realisation or the grant of utilisation rights as additional collateral under this Agreement and apply them towards satisfaction of the Secured Obligations.

8. RELEASE OF SECURITY

- 8.1 After the full and complete satisfaction of all the Secured Obligations, including the complete satisfaction of the obligation to pay cost, fees and taxes, the Security Agent shall retransfer or reassign, as the case may be, to the Transferor the then existing Collateral and surrender the excess proceeds, if any, resulting from any realisation of the Collateral or part thereof. The Security Agent will, however, transfer any Collateral or proceeds to a third party to the extent that it is obliged to do so by law.
- 8.2 In case the realisable value of the Collateral plus the value of any other security or collateral granted by the Transferor and/or others to secure the Secured Obligations in the aggregate exceed not only temporarily 110% of the Secured Obligations, the Security Agent is, upon request by the Transferor, obliged to retransfer the Collateral and/or such other security and/or collateral at the Security Agent's sole discretion to the extent of such excess amount.
- 8.3 The realisable value of the Collateral shall be determined as follows:
- (a) The realisable value of the Collateral shall be considered to correspond to 70% of their current market value, i.e. the amount which would be paid as purchase price in the ordinary course of business by a willing buyer.

(b) Upon request of a party to this Agreement, the current market value shall be estimated by auditors appointed with consent of the Security Agent taking into consideration the assets and the business prospects of the Transferor pursuant to the principles generally applied by German accountants in establishing the value of business enterprises.

8.4 Any retransfer of the Collateral or of remaining proceeds resulting from the enforcement of the Collateral (or part thereof) to the Transferors shall be made at the cost and expense of the Transferor.

9. INDEMNITY

9.1 The Security Agent shall not be liable for any loss or damage suffered by the Transferor save with respect to such loss or damage which is suffered as a result of the wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Security Agent or its representatives or any person employed by the Security Agent in the performance of its obligations under this Agreement. In case of a breach by the Security Agent of cardinal obligations (*vertragswesentliche Pflichten*), the Security Agent shall be liable for any negligence, provided however that claims shall be limited to foreseeable damages. The foregoing limitations of the Security Agent's liability shall not apply in case of any damage or loss to the life, the body or the health of any person arising from any negligence of the Security Agent or its representatives or any person employed by the Security Agent in the performance of its obligations under this Agreement.

9.2 The Transferor will indemnify the Security Agent and keep the Security Agent indemnified against any losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against the Security Agent for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of the Transferor of any of its obligations or undertakings contained herein other than to the extent that such losses, actions, claims, expenses, demands and liabilities are incurred or made against the Security Agent as a result of gross negligence or wilful misconduct of the Security Agent. In such instance and to such extent, the Transferor will be released from its indemnification obligation.

10. DURATION AND INDEPENDENCE, RESIGNATION OF SECURITY AGENT

10.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. The indemnity obligations of the Transferor shall survive the termination of this Agreement.

10.2 This Agreement shall create a continuing security and neither a change or amendment whatsoever of the Facilities Agreement or any other Finance Document shall affect the validity or the scope of this Agreement nor the restrictions which are imposed pursuant to it.

- 10.3 This Agreement is independent from any other security interest or guarantee which, with respect to any obligation of the Transferor, may have been or will be given to the Security Agent, whether for itself or as security for any other Finance Party. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement or any of the collateral granted hereby.
- 10.4 This Agreement shall not be affected by any change in the ownership or the legal status of the Transferor or of the Security Agent or by a replacement of the Security Agent in accordance with the Finance Documents.

11. **NOTICES**

Any notice or other communication under or in connections with this Agreement to the Transferor or the Security Agent shall be in writing and shall be delivered personally, by prepaid post or facsimile and shall be sent to the address or facsimile number of the Party, and for the attention of the individual, applying for the purposes of this Agreement, as set forth in the Facilities Agreement, or to such other address or facsimile number as is notified there under from time to time.

12. **FINAL PROVISIONS**

- 12.1 This Agreement is subject to the laws of the Federal Republic of Germany.
- 12.2 Non-exclusive place of jurisdiction is Frankfurt am Main.
- 12.3 The non-exercise of a right under this Agreement does not constitute a waiver.
- 12.4 Changes and amendments of this Agreement including this Clause 12.4 must be made in writing and agreed by both parties.
- 12.5 Unless otherwise agreed, any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.
- 12.6 Should any of the provisions or part of a provision of this Agreement be or become invalid or unenforceable, the remaining parts and provisions shall remain in full force and effect. The parties agree to replace the invalid provision or part of provision by a clause which reflects or comes closest to reflect the initial intention of the parties.
- 12.7 All costs, fees (including fees for legal advisers) and taxes incurred or to be incurred in the future by the Security Agent in connection with the preparation, execution, performance, amendment and enforcement of this Agreement, or any waiver in relation thereto, together in each case with any applicable value added tax or other taxes shall be borne by the Transferor.

SCHEDULE 1: THE BANKS

Bank or Financial Institution	Registered Address
Barclays Bank PLC	54 Lombard Street, London EC3P 3AH

SCHEDULE 2
INTELLECTUAL PROPERTY RIGHTS (INCLUDING APPLICATIONS)
AT THE DATE OF SIGNING

PART 1
PATENTS

Owner	Country	Status	Date of application	Number of application	Publication date	Publication number	Registration date	Expiry	Short description	Economic relevance

Status: R = Registered; A= Applied
Economic relevance: 1=very high, 2=high, 3=medium; 4=less relevant

PART 2
UTILITY DESIGNS

Owner	Country	Status	Date of application	Number of application	Publication date	Publication number	Registration date	Expiry	Short description	Economic relevance

Status: R = Registered; A= Applied
Economic relevance: 1=very high, 2=high, 3=medium; 4=less relevant

PART 3
PLANT VARIETY RIGHTS

Owner	Country	Status	Date of application	Number of application	Publication date	Publication number	Registration date	Expiry	Short description	Economic relevance

Status: R = Registered; A= Applied
Economic relevance: 1=very high, 2=high, 3=medium; 4=less relevant

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PART 4
TRADE MARKS

TEXON AND TEXON (STYLISED) TRADE MARKS

Country	Name	Number	Reg. Date	Status	Registered Owner	Use By	Bas C
ALGERIA	TEXON	052051	23-Dec-96	REGD	DVHD	Y	
ARGENTINA	TEXON	1576780	22-Jul-63	REGD	DVHD	Y	
ARGENTINA	TEXON	1648156	21-Oct-97	REGD	DVHD	Y	
AUSTRALIA	TEXON	246899	01-Aug-56	REGD	TEXDE	Y	
AUSTRALIA	TEXON (STYLISED)	780738	09-Dec-98	REGD	TEXDE	Y	
AUSTRALIA	TEXON	246898	01-Aug-56	REGD	TEXDE	Y	
AUSTRALIA	TEXON	128660	01-Aug-56	REGD	TEXDE	Y	
AUSTRALIA	TEXON	128659	01-Aug-56	REGD	TEXDE	Y	
AUSTRIA	TEXON	46056	28-Jul-61	REGD	TEXDE	Y	
BENELUX	TEXON	022926	16-Apr-71	REGD	TEXDE	Y	
BRAZIL	TEXON	006005853	25-Aug-74	REGD	TEXDE	Y	
BRAZIL	TEXON	006084419	25-May-75	REGD	TEXDE	Y	
BRAZIL	TEXON (STYLISED)	814686478	26-Dec-90	REGD	TEXDE	Y	
BRAZIL	TEXON (STYLISED)	823058026		APP	TEXDE	Y	
BRAZIL	TEXON (STYLISED)	823058034		APP	TEXDE	Y	
BULGARIA	TEXON	6315	12-Jul-68	REGD	TEXDE	Y	
CANADA	TEXON	158/40354	05-Jul-51	REGD	DVHD	Y	
CHINA	TEXON (STYLISED)	636675	07-Apr-93	REGD	TEXDE	Y	
CHINA	TEXON	76388	21-Mar-78	REGD	TEXDE	Y	
CHINA	TEXON (STYLISED)	638802	21-Apr-93	REGD	TEXDE	Y	
CHINA	TEXON (STYLISED)	633382	10-Mar-93	REGD	TEXDE	Y	
CHINA	TEXON (STYLISED)	633501	10-Mar-93	REGD	TEXDE	Y	
CHINA	TEXON	76387	21-Mar-78	REGD	TEXDE	Y	
COLOMBIA	TEXON	84810	30-Apr-75	REGD	TEXDE	Y	
COLOMBIA	TEXON	84806	30-May-75	REGD	TEXDE	Y	
COLOMBIA	TEXON	48837	20-Jun-61	REGD	TEXDE	Y	
COLOMBIA	TEXON	187266	16-Apr-96	REGD	TEXDE	Y	
COSTA RICA	TEXON	35685	29-May-67	REGD	TEXDE	Y	
CROATIA	TEXON	2951044	21-Jun-95	REGD	TEXDE	Y	
CTM	TEXON	001113564	18-Mar-99	REGD	TEXDE	Y	

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Country	Name	Number	Reg Date	Status	Registered Owner	Keep	Bar
	(STYLISED)						
CIM	TEXON	000138230	01-Apr-96	REGD	TEXDE	Y	
CYPRUS	TEXON	11330	25-Jul-68	REGD	TEXDE	Y	
CYPRUS	TEXON	11331	25-Jul-68	REGD	TEXDE	Y	
CZECH REP	TEXON	154589	02-Feb-61	REGD	TEXDE	Y	
DENMARK	TEXON	VR1962012 91	14-Jul-62	REGD	TEXDE	Y	
DOMINICAN REP	TEXON	15510	02-Mar-67	REGD	DVHD	Y	
EQUADOR	TEXON	653-61	23-Oct-61	REGD	TEXDE	Y	
EGYPT	TEXON (STYLISED)	161941		APP	TEXDE	Y	
EGYPT	TEXON (STYLISED)	88480	14-Oct-93	REGD	DVHD	Y	
EGYPT	TEXON	41257	01-Jun-64	REGD	DVHD	Y	
EGYPT	TEXON	41258	01-Jun-64	REGD	DVHD	Y	
FINLAND	TEXON	38563	30-May-62	REGD	TEXDE	Y	
FRANCE	TEXON	1205707	17-Jun-57	REGD	TEXDE	Y	
FRANCE	TEXON	1401983	26-Dec-60	REGD	TEXDE	Y	
GERMANY	TEXON	629229	02-Feb-61	REGD	TEXDE	Y	
GERMANY	TEXON	781080	19-Dec-60	REGD	TEXDE	Y	
GHANA	TEXON	A-15425	17-Nov-67	REGD	TEXDE	Y	
GHANA	TEXON	A-15426	17-Nov-67	REGD	TEXDE	Y	
GREECE	TEXON	29766	29-Mar-63	REGD	TEXDE	Y	
GUATEMALA	TEXON	18610/292 /52	02-Aug-67	REGD	DVHD	Y	
HONDURAS	TEXON	48539	13-Nov-87	REGD	DVHD	Y	
HONG KONG	TEXON	1297/67	03-Feb-67	REGD	TEXDE	Y	
HONG KONG	TEXON	1421/69	03-Feb-67	REGD	TEXDE	Y	
HONG KONG	TEXON	1681/76	18-Nov-75	REGD	DVHD	Y	
HUNGARY	TEXON	118996	03-Mar-67	REGD	DVHD	Y	
INDIA	TEXON	200047	10-Jan-61	REGD	TEXDE	Y	
INDIA	TEXON (STYLISED)	604432		APP	DVHD	Y	
INDIA	TEXON (STYLISED)	604627		APP	DVHD	Y	
INDONESIA	TEXON	266183	26-Apr-80	REGD	DVHD	Y	
INDONESIA	TEXON (STYLISED)	350509	22-Nov-94	REGD	DVHD	Y	
INDONESIA	TEXON (STYLISED)	350774	22-Nov-94	REGD	DVHD	Y	
IRAN	TEXON (STYLISED)	86135	05-May-99	REGD	TEXDE	Y	
IRAN	TEXON	31717	17-Jul-68	REGD	DVHD	Y	
IRELAND	TEXON	69009	15-Dec-64	REGD	TEXDE	Y	
IRELAND	TEXON	064196	06-Jul-61	REGD	TEXDE	Y	

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Country	Name	Number	Reg Date	Status	Registered Owner	Keep	Base
IRELAND	TEXON	064195	06-Jul-61	REGD	TEXDE	Y	
ISRAEL	TEXON	19421	14-Feb-61	REGD	DVHD	Y	
ISRAEL	TEXON	19422	14-Feb-61	REGD	DVHD	Y	
ITALY	TEXON	00766869	09-Jun-58	REGD	DVHD	Y	
JAPAN	TEXON (STYLISED)	4323326	08-Oct-99	REGD	TEXDE	Y	
JAPAN	TEXON	591866	03-Jul-62	REGD	TEXDE	Y	
JAPAN	TEXON	624352	13-Sep-63	REGD	TEXDE	Y	
JAPAN	TEXON (CHARACTERS)	631974	12-Dec-63	REGD	TEXDE	Y	
JAPAN	TEXON (CHARACTERS)	687982	21-Oct-65	REGD	TEXDE	Y	
JORDAN	TEXON	9469/584	01-Mar-67	REGD	TEXDE	Y	
JORDAN	TEXON	9470/585	01-Mar-67	REGD	TEXDE	Y	
KENYA	TEXON	A-15860	29-Jul-68	REGD	DVHD	Y	
KENYA	TEXON	A-15862	29-Jul-68	REGD	DVHD	Y	
KOREA SOUTH	TEXON	192830	02-Jun-90	REGD	TEXDE	Y	
KOREA SOUTH	TEXON	475386	18-Aug-00	REGD	TEXDE	Y	
KOREA SOUTH	TEXON (STYLISED)	475387	18-Aug-10	REGD	TEXDE	Y	
KOREA SOUTH	TEXON (STYLISED)	342670	06-Jul-96	REGD	TEXDE	Y	
LEBANON	TEXON	76867	26-Jul-68	REGD	TEXDE	Y	
MALAYSIA	TEXON	S/011571	13-Feb-74	REGD	TEXDE	Y	
MALAYSIA	TEXON	S/011572	13-Feb-74	REGD	TEXDE	Y	
MALAYSIA	TEXON	SAR/6838	13-Feb-67	REGD	TEXDE	Y	
MALAYSIA	TEXON	SAR/6839	13-Feb-67	REGD	TEXDE	Y	
MALAYSIA	TEXON (STYLISED)	95/00997	04-Feb-95	REGD	DVHD	Y	
MALAYSIA	TEXON	M/47287	01-Feb-67	REGD	TEXDE	Y	
MALAYSIA	TEXON	M/47288	01-Feb-67	REGD	DVHD	Y	
MEXICO	TEXON	373511	16-Jan-61	REGD	DVHD	Y	
MEXICO	TEXON	484197		APP	TEXDE	Y	
MEXICO	TEXON	715859	08-May-01	REGD	TEXDE	Y	
MEXICO	TEXON	707501	26-Jul-01	REGD	TEXDE	Y	
MOROCCO	TEXON	38501	23-Jan-67	REGD	DVHD	Y	
NEW ZEALAND	TEXON	67664	05-Dec-60	REGD	TEXDE	Y	
NEW ZEALAND	TEXON	67665	05-Dec-60	REGD	TEXDE	Y	
NEW ZEALAND	TEXON	68101	16-Feb-66	REGD	TEXDE	Y	
NICARAGUA	TEXON	22756	03-Jun-70	REGD	TEXDE	Y	
NICARAGUA	TEXON	22757	03-Jun-70	REGD	TEXDE	Y	
NIGERIA	TEXON	18435	04-Mar-67	REGD	TEXDE	Y	
NIGERIA	TEXON	18436	04-Mar-67	REGD	DVHD	Y	

Handwritten initials/signature

Country	Name	Number	Reg Date	Status	Registered owner	Keep	Bar
NORWAY	TEXON	61917	04-Jul-63	REGD	TEXDE	Y	
PAKISTAN	TEXON	46757	03-Feb-67	REGD	TEXDE	Y	
PAKISTAN	TEXON	46756	03-Feb-67	REGD	TEXDE	Y	
PANAMA	TEXON	11544	18-Sep-69	REGD	TEXDE	Y	
PERU	TEXON	38257	18-Jan-61	REGD	DVHD	Y	
POLAND	TEXON	42808	03-Aug-61	REGD	TEXDE	Y	
PORTUGAL	TEXON	110716	10-Oct-63	REGD	TEXDE	Y	
PORTUGAL	TEXON	114299	11-Oct-63	REGD	TEXDE	Y	
PORTUGAL	TEXON	110717	11-Oct-63	REGD	TEXDE	Y	
PUERTO RICO	TEXON	11785	29-Mar-61	REGD	TEXDE	Y	
ROMANIA	TEXON	3R02822	21-Apr-67	REGD	TEXDE	Y	
RUSSIA	TEXON	20157	06-Jul-61	REGD	TEXDE	Y	
SINGAPORE	TEXON	41045	13-Feb-67	REGD	TEXDE	Y	
SINGAPORE	TEXON	41046	13-Feb-67	REGD	TEXDE	Y	
SINGAPORE	TEXON (STYLISED)	9746/94	10-Nov-94	REGD	TEXDE	Y	
SLOVAK REPUBLIC	TEXON	154589	02-Feb-61	REGD	TEXDE	Y	
SLOVENIA	TEXON	9470167	13-Oct-99	REGD	TEXDE	Y	
SOUTH AFRICA	TEXON	595/57/2	23-Feb-57	REGD	TEXDE	Y	
SOUTH AFRICA	TEXON	595/57/3	23-Feb-57	REGD	TEXDE	Y	
SOUTH AFRICA	TEXON	595/57/4	23-Feb-57	REGD	TEXDE	Y	
SPAIN	TEXON	375589	25-Jan-62	REGD	TEXDE	Y	
SPAIN	TEXON (STYLISED)	1934711	02-Dec-94	REGD	TEXDE	Y	
SPAIN	TEXON	375588	09-Oct-62	REGD	TEXDE	Y	
SRI LANKA	TEXON	28752	27-Jan-67	REGD	TEXDE	Y	
SRI LANKA	TEXON	28753	27-Jan-67	REGD	TEXDE	Y	
SUDAN	TEXON	11463	16-Jul-68	REGD	TEXDE	Y	
SUDAN	TEXON	11466	16-Jul-68	REGD	TEXDE	Y	
SWEDEN	TEXON	112128	12-Feb-65	REGD	TEXDE	Y	
SWITZERLAND	TEXON	309035	05-Dec-60	REGD	TEXDE	Y	
TAIWAN	TEXON	102590	01-Aug-78	REGD	DVHD	Y	
TAIWAN	TEXON	28427	01-Nov-67	REGD	TEXDE	Y	
TAIWAN	TEXON	28816	01-Dec-67	REGD	DVHD	Y	
TAIWAN	TEXON (STYLISED)	702945	18-Nov-94	REGD	TEXDE	Y	
TAIWAN	TEXON (STYLISED)	704832	18-Nov-94	REGD	DVHD	Y	
THAILAND	TEXON	TM76988	20-Feb-88	REGD	TEXDE	Y	
THAILAND	TEXON	TM76950	20-Feb-88	REGD	TEXDE	Y	
THAILAND	TEXON (STYLISED)	KOR41924	21-Mar-95	REGD	DVHD	Y	

Country	Name	Number	Reg Date	Status	Registered Owner	Keep p	Base Char
TUNISIA	TEXON	100/82	17-Mar-67	REGD	DVHD	Y	N
TURKEY	TEXON	89753	07-Feb-61	REGD	DVHD	Y	N
UK	TEXON	1564160	04-Mar-94	REGD	TEXDE	Y	N
UK	TEXON	777459	09-May-58	REGD	TEXDE	Y	N
UK	TEXON	768311	13-Aug-57	REGD	TEXDE	Y	N
UK	TEXON	2039085	02-Oct-95	REGD	TEXDE	Y	N
UK	TEXON	1564045	04-Mar-94	REGD	TEXDE	Y	N
UK	TEXON	1038160	12-Nov-74	REGD	TEXDE	Y	N
UK	TEXON	762823	25-Feb-57	REGD	TEXDE	Y	N
UK	TEXON	203117	31-Aug-64	REGD	DVHD	Y	N
URUGUAY	TEXON				TEXDE	Y	
USA	TEXON (STYLISED)	2,804,375	13-Jan-04	APP			
VENEZUELA	TEXON	42273	12-Sep-62	REGD	TEXDE	Y	
VIETNAM	TEXON	24827	05-Jul-96	REGD	TEXDE	Y	
VIETNAM	TEXON (STYLISED)	24828	05-Jul-96	REGD	TEXDE	Y	
ZIMBABWE	TEXON	A-62/67	31-Jan-67	REGD	DVHD	Y	
ZIMBABWE	TEXON	A-63/67	31-Jan-67	REGD	DVHD	Y	

TEXON MÖCKMÜHL GMBH

OTHER TRADE MARKS

Country	Name	Number	Owner	Status	Keep	Base
ARGENTINA	FORMOSERT	1933203		DVHD REGD	Y	
ARGENTINA	FORMOSERT	1933191		DVHD REGD	Y	
BENELUX	FORMO	071487		TEXDE REGD	Y	
BENELUX	TUFFLEX	070298		TEXDE REGD	Y	
DENMARK	FORMO	3219-1970		DVHD REGD	Y	
DENMARK	TUFFLEX	3676-1970		DVHD REGD	Y	
FINLAND	FORMO	65301		TEXDE REGD	Y	
FINLAND	TUFFLEX	64655		TEXDE REGD	Y	
FINLAND	UNIFAST	115940		TEXDE REGD	N	
GERMANY	FORMOSERT	897483		TEXDE REGD	Y	
GERMANY	HYPERSORB	2086330		TEXDE REGD	Y	
GERMANY	RADOMA	935347		TEXDE REGD	N	
GERMANY	TUFFLEX	863193		TEXDE REGD	Y	
GERMANY	TUFFLEX	863193		TEXDE REGD	Y	
INTERNATIONAL *	FORMO	R354918		TEXDE REGD	Y	
INTERNATIONAL **	HYPERSORB	635003		TEXDE REGD	Y	
INTERNATIONAL ***	TUFFLEX	R354919		TEXDE REGD	Y	
ITALY	FORMO	00850761		TEXDE REGD	Y	
ITALY	TUFFLEX	00850762		TEXDE REGD	Y	
ITALY	RADOMA	88950		TEXDE REGD	N	
NORWAY	TUFFLEX	78252		TEXDE REGD	Y	
NORWAY	TUFFLEX	78252		TEXDE REGD	Y	

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Country	Name	Number	Owner	Status	Keep	B
SWEDEN	FORMO	127745	TEXDE	REGD	Y	
SWEDEN	TUFFLEX	129708	TEXDE	REGD	Y	

- * Benelux, Germany, France, Hungary, Italy and Portugal
- ** Austria, Benelux, France, Italy, Spain and Switzerland
- *** Bosnia and Herzegovina, Benelux, Germany, France, Hungary, Croatia, Italy, Portugal, Slovenia and Yugoslavia

PART 5
UTILITY MODELS

Owner	Country	Status	Date of application	Number of application	Publication date	Publication number	Registration date	Expiry	Short description	Economic relevance

Status: R = Registered; A= Applied
Economic relevance: 1=very high, 2=high, 3=medium; 4=less relevant

PART 6
OTHER INTELLECTUAL PROPERTY RIGHTS

Insert short description and indication of economic relevance

IS ENTITLED TO REGISTER SECURITY TO THE FOLLOWING SCHEDULE 3
THE SECURITY AGENT IS ENTITLED TO REGISTER SECURITY TO THE FOLLOWING INTELLECTUAL
PROPERTY RIGHTS IN THE RELEVANT PUBLIC REGISTER

TRADE MARKS

Country	Name	Number
China	TEXON (STYLISED)	636675
China	TEXON	76388
China	TEXON (STYLISED)	638802
China	TEXON (STYLISED)	633382
China	TEXON (STYLISED)	633501
China	TEXON	76387
Germany	TEXON	629229
Germany	TEXON	781080
Germany	FORMOSERT	897483
Germany	HYPERSORB	2086330
Germany	TUFFLEX	863193
International	FORMO	R354918
International	HYPERSORB	635003
International	TUFFLEX	R354919
Japan	TEXON (STYLISED)	4323326
Taiwan	TEXON	102590
Taiwan	TEXON	28427
Taiwan	TEXON	28816
Taiwan	TEXON (STYLISED)	702945
Taiwan	TEXON (STYLISED)	704832

SCHEDULE 4
LICENCES OR ENCUMBRANCES OF THE INTELLECTUAL PROPERTY RIGHTS

Parties to the licence	Intellectual Property Right / product to which the licence relates	Exclusive Licence?	Date of commencement	Expiry	Conditions of payment (income over the last two years)	Address of licensee	Economic relevance

Economic relevance: 1=very high, 2=high, 3=medium; 4=less relevant

**SCHEDULE 5
THIRD PARTY USE OF MARKS**

The Transferor has opposed third party applications or registrations in China, India and Columbia and some of these third parties will be infringing the relevant Collateral.

[Handwritten signature]
[Handwritten initials]

EXHIBIT A
DECLARATION OF ASSIGNMENT

<u>Übertragungserklärung</u>	<u>Declaration of Assignment</u>
Die unterzeichnende Firma	The undersigning company
[•]	
überträgt hiermit mit alle Rechten und Pflichten	herewith assigns and transfers with all rights and duties
<i>[genaue Bezeichnung der Gewerblichen Schutzrechte]</i>	
auf	to
[•]	
und erklärt sich gleichzeitig mit der Umschreibung auf die Erwerberin einverstanden.	and agrees that the assignment is recorded in the Patent Office.
Ort (Place) /Datum (Date):.....	
..... Unterschrift / Signature	
Notarielle Beglaubigung der Unterschrift(en) und notarielle Bescheinigung der Zeichnungsberechtigung des/der Unterzeichnenden ist erforderlich.	Authentication by notary public of the signature/s and notarial attestation of the signatures authority to sign in the name of the Transferor obligatory.

EXHIBIT B
FORM OF NOTIFICATION LETTER

From: [Transferor]
To: [every third party debtor]
Date: [•]

Notification of Security Assignment

Dear Sirs,

We hereby inform you that, pursuant to a Agreement for the Transfer and Assignment of Intellectual Property Rights and related Rights and Claims dated [•] we have assigned all present and future claims arising from our licensing relationship with yourself together with all rights pertaining thereto to Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH, United Kingdom, as Security Agent (the "Security Agent").

At the time you receive this notification we are no longer permitted to collect the assigned claims on behalf of the Security Agent. For the claims becoming extinct it is necessary that you render your payment directly to the Security Agent.

We may therefore kindly request that you acknowledge receipt of this notification to the Security Agent by sending the attached copy of this letter with your duly signed acknowledgment to Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH, United Kingdom, with a copy to ourselves.

Yours faithfully,

[Transferor]

We herewith acknowledge to have taken notice of the assignment of your claims from our business relationship and confirm that we will make payments exclusively to the Security Agent's bank account no. [] with [] or such other account specified by the Security Agent from time to time.

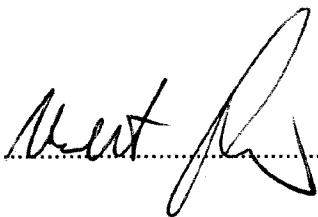
[third party debtor]

SIGNATURES

TRANSFEROR

Texon Möckmühl GmbH

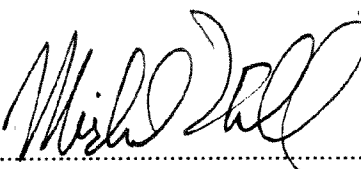
Acting by: Helmut Lenz,
Geschäftsführer

Signature 

SECURITY AGENT

Barclays Bank PLC

Acting by: Michael Kohl, under power
of attorney dated
2 February 2005

Signature 



Texon Möckmühl GmbH • Postfach 12 05 • D-74216 Möckmühl

To:

Date:

Notification of Security Assignment (Intellectual Property Rights)

Dear Sirs,

We hereby inform you that, pursuant to a Agreement for the Transfer and Assignment of Intellectual Property Rights and related Rights and Claims dated 08 February 2005 we have assigned all present and future claims arising from our licensing relationship with yourself together with all rights pertaining thereto to Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH, United Kingdom, as Security Agent (the "Security Agent").

At the time you receive this notification we are no longer permitted to collect the assigned claims on behalf of the Security Agent. For the claims becoming extinct it is necessary that you render your payment directly to the Security Agent.

We may therefore kindly request that you acknowledge receipt of this notification to the Security Agent by sending the attached copy of this letter with your duly signed acknowledgment to Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH, United Kingdom, with a copy to ourselves.

Yours faithfully,

Texon Möckmühl GmbH
Helmut Lenz, Geschäftsführer

A Texon International company

AQUILINE

UNIFAST

FORMO

TUFFLEX

IVI

Banken / Banks / Banques

Volksbank Möckmühl 42 526 000 (BLZ 620 916 00)

IBAN DE89 6209 1600 0042 5260 00 · BIC GENODES1VMN

Commerzbank Heilbronn 471 213 056 500 (BLZ 620 400 60)

IBAN DE42 6204 0060 0213 0565 00 · BIC COBADEFFXXX

Registergericht / Registry Court / Jurisdiction

Handelsregister-Nr. HRB 6641

Geschäftsführer: Helmut Lenz

UST-Id.Nr./VAT-No:

DE 114 14 32 49

Steuer-Nr. 65 205/44414



TRADEMARK

REEL: 003114 FRAME: 0766

We herewith acknowledge to have taken notice of the assignment of your claims from our business relationship and confirm that we will make payments exclusively to the Security Agent's bank account no. _____ with _____ or such other account specified by the Security Agent from time to time.

(Signature)

<u>Übertragungserklärung</u>	<u>Declaration of Assignment</u>
Die unterzeichnende Firma	The undersigning company
Texon Möckmühl GmbH, Roigheimer Straße 69-72, 74219 Möckmühl, Germany	
überträgt hiermit mit alle Rechten und Pflichten alle in Anhang 1 aufgezählten gewerblichen Schutzrechte in	herewith assigns and transfers with all rights and duties all intellectual property rights listed in Annex 1
auf	to
Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH, United Kingdom	
und erklärt sich gleichzeitig mit der Umschreibung auf die Erwerberin einverstanden.	and agrees that the assignment is recorded in the Patent Office.
<p>Ort (Place) /Datum (Date):.....</p> <p>.....</p> <p>Texon Möckmühl GmbH Unterschrift / Signature</p>	
Barclays Bank PLC hat die Übertragung angenommen.	Barclays Bank PLC has accepted the transfer.
<p>.....</p> <p>Barclays Bank PLC Unterschrift / Signature</p>	
Notarielle Beglaubigung der Unterschrift(en) und notarielle Bescheinigung der Zeichnungsberechtigung des/der Unterzeichnenden ist erforderlich.	Authentication by notary public of the signature/s and notarial attestation of the signatures authority to sign in the name of the Transferor obligatory.

Lovells

TRADEMARK

REEL: 003114 FRAME: 0768

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Anhang 1 / Annex 1

TRADE MARKS

TEXON AND TEXON (STYLISED) TRADE MARKS

Country	Name	Number	Reg Date	Status	Registered Owner	Keep P	Bo C
ALGERIA	TEXON	052051	23-Dec-96	REGD	DVHD	Y	
ARGENTINA	TEXON	1576780	22-Jul-63	REGD	DVHD	Y	
ARGENTINA	TEXON	1648156	21-Oct-97	REGD	DVHD	Y	
AUSTRALIA	TEXON	246899	01-Aug-56	REGD	TEXDE	Y	
AUSTRALIA	TEXON (STYLISED)	780738	09-Dec-98	REGD	TEXDE	Y	
AUSTRALIA	TEXON	246898	01-Aug-56	REGD	TEXDE	Y	
AUSTRALIA	TEXON	128660	01-Aug-56	REGD	TEXDE	Y	
AUSTRALIA	TEXON	128659	01-Aug-56	REGD	TEXDE	Y	
AUSTRIA	TEXON	46056	28-Jul-61	REGD	TEXDE	Y	
BENELUX	TEXON	022926	16-Apr-71	REGD	TEXDE	Y	
BRAZIL	TEXON	006005853	25-Aug-74	REGD	TEXDE	Y	
BRAZIL	TEXON	006084419	25-May-75	REGD	TEXDE	Y	
BRAZIL	TEXON (STYLISED)	814686478	26-Dec-90	REGD	TEXDE	Y	
BRAZIL	TEXON (STYLISED)	823058026		APP	TEXDE	Y	
BRAZIL	TEXON (STYLISED)	823058034		APP	TEXDE	Y	
BULGARIA	TEXON	6315	12-Jul-68	REGD	TEXDE	Y	
CANADA	TEXON	158/40354	05-Jul-51	REGD	DVHD	Y	
CHINA	TEXON (STYLISED)	636675	07-Apr-93	REGD	TEXDE	Y	
CHINA	TEXON	76388	21-Mar-78	REGD	TEXDE	Y	
CHINA	TEXON (STYLISED)	638802	21-Apr-93	REGD	TEXDE	Y	
CHINA	TEXON (STYLISED)	633392	10-Mar-93	REGD	TEXDE	Y	
CHINA	TEXON (STYLISED)	633501	10-Mar-93	REGD	TEXDE	Y	
CHINA	TEXON	76387	21-Mar-78	REGD	TEXDE	Y	
COLOMBIA	TEXON	84810	30-Apr-75	REGD	TEXDE	Y	
COLOMBIA	TEXON	84806	30-May-75	REGD	TEXDE	Y	
COLOMBIA	TEXON	48837	20-Jun-61	REGD	TEXDE	Y	
COLOMBIA	TEXON	187266	16-Apr-96	REGD	TEXDE	Y	
COSTA RICA	TEXON	35685	29-May-67	REGD	TEXDE	Y	
CROATIA	TEXON	2951044	21-Jun-95	REGD	TEXDE	Y	
CTM	TEXON	001113604	18-Mar-99	REGD	TEXDE	Y	

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Country	Name	Number	Reg Date	Status	Registered Owner	Key	Bar Ch
	(STYLISED)						
CTM	TEXON	000138230	01-Apr-96	REGD	TEXDE	Y	
CYPRUS	TEXON	11330	25-Jul-68	REGD	TEXDE	Y	
CYPRUS	TEXON	11331	25-Jul-68	REGD	TEXDE	Y	
CZECH REP	TEXON	154589	02-Feb-61	REGD	TEXDE	Y	
DENMARK	TEXON	VR1962012 91	14-Jul-62	REGD	TEXDE	Y	
DOMINICAN REP	TEXON	15510	02-Mar-67	REGD	DVHD	Y	
ECUADOR	TEXON	653-61	23-Oct-61	REGD	TEXDE	Y	
EGYPT	TEXON	161941		APP	TEXDE	Y	
	(STYLISED)						
EGYPT	TEXON	88480	14-Oct-93	REGD	DVHD	Y	
	(STYLISED)						
EGYPT	TEXON	41257	01-Jun-64	REGD	DVHD	Y	
EGYPT	TEXON	41258	01-Jun-64	REGD	DVHD	Y	
FINLAND	TEXON	38563	30-May-62	REGD	TEXDE	Y	
FRANCE	TEXON	1285787	17-Jun-57	REGD	TEXDE	Y	
FRANCE	TEXON	1401983	26-Dec-60	REGD	TEXDE	Y	
GERMANY	TEXON	629229	02-Feb-61	REGD	TEXDE	Y	
GERMANY	TEXON	781080	19-Dec-60	REGD	TEXDE	Y	
GHANA	TEXON	A-15425	17-Nov-67	REGD	TEXDE	Y	
GHANA	TEXON	A-15426	17-Nov-67	REGD	TEXDE	Y	
GREECE	TEXON	29766	29-Mar-63	REGD	TEXDE	Y	
GUATEMALA	TEXON	18610/292 /52	02-Aug-67	REGD	DVHD	Y	
HONDURAS	TEXON	48539	13-Nov-87	REGD	DVHD	Y	
HONG KONG	TEXON	1297/67	03-Feb-67	REGD	TEXDE	Y	
HONG KONG	TEXON	1421/69	03-Feb-67	REGD	TEXDE	Y	
HONG KONG	TEXON	1681/76	18-Nov-75	REGD	DVHD	Y	
HUNGARY	TEXON	118996	03-Mar-67	REGD	DVHD	Y	
INDIA	TEXON	200047	10-Jan-61	REGD	TEXDE	Y	
INDIA	TEXON	604432		APP	DVHD	Y	
	(STYLISED)						
INDIA	TEXON	604627		APP	DVHD	Y	
	(STYLISED)						
INDONESIA	TEXON	266183	26-Apr-80	REGD	DVHD	Y	
INDONESIA	TEXON	350509	22-Nov-94	REGD	DVHD	Y	
	(STYLISED)						
INDONESIA	TEXON	350774	22-Nov-94	REGD	DVHD	Y	
	(STYLISED)						
IRAN	TEXON	86135	05-May-99	REGD	TEXDE	Y	
	(STYLISED)						
IRAN	TEXON	31717	17-Jul-68	REGD	DVHD	Y	
IRELAND	TEXON	69009	15-Dec-64	REGD	TEXDE	Y	
IRELAND	TEXON	064196	06-Jul-61	REGD	TEXDE	Y	

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Country	Name	Number	Reg. Date	Status	Registered OWNER	Keep P.	Be Cl
IRELAND	TEXON	064195	06-Jul-61	REGD	TEXDE	Y	
ISRAEL	TEXON	19421	14-Feb-61	REGD	DVHD	Y	
ISRAEL	TEXON	19422	14-Feb-61	REGD	DVHD	Y	
ITALY	TEXON	00706889	09-Jun-58	REGD	DVHD	Y	
JAPAN	TEXON (STYLISED)	4323326	08-Oct-99	REGD	TEXDE	Y	
JAPAN	TEXON	591866	03-Jul-62	REGD	TEXDE	Y	
JAPAN	TEXON	624352	13-Sep-63	REGD	TEXDE	Y	
JAPAN	TEXON (CHARACTERS)	631974	12-Dec-63	REGD	TEXDE	Y	
JAPAN	TEXON (CHARACTERS)	687982	21-Oct-65	REGD	TEXDE	Y	
JORDAN	TEXON	9469/584	01-Mar-67	REGD	TEXDE	Y	
JORDAN	TEXON	9470/585	01-Mar-67	REGD	TEXDE	Y	
KENYA	TEXON	A-15860	29-Jul-68	REGD	DVHD	Y	
KENYA	TEXON	A-15862	29-Jul-68	REGD	DVHD	Y	
KOREA SOUTH	TEXON	192830	02-Jun-90	REGD	TEXDE	Y	
KOREA SOUTH	TEXON	475386	18-Aug-00	REGD	TEXDE	Y	
KOREA SOUTH	TEXON (STYLISED)	475387	18-Aug-10	REGD	TEXDE	Y	
KOREA SOUTH	TEXON (STYLISED)	342670	06-Jul-96	REGD	TEXDE	Y	
LEBANON	TEXON	76867	26-Jul-68	REGD	TEXDE	Y	
MALAYSIA	TEXON	S/011571	13-Feb-74	REGD	TEXDE	Y	
MALAYSIA	TEXON	S/011572	13-Feb-74	REGD	TEXDE	Y	
MALAYSIA	TEXON	SAR/6838	13-Feb-67	REGD	TEXDE	Y	
MALAYSIA	TEXON	SAR/6839	13-Feb-67	REGD	TEXDE	Y	
MALAYSIA	TEXON (STYLISED)	95/00997	04-Feb-95	REGD	DVHD	Y	
MALAYSIA	TEXON	M/47287	01-Feb-67	REGD	TEXDE	Y	
MALAYSIA	TEXON	M/47288	01-Feb-67	REGD	DVHD	Y	
MEXICO	TEXON	373511	16-Jan-61	REGD	DVHD	Y	
MEXICO	TEXON	484197		APP	TEXDE	Y	
MEXICO	TEXON	715859	08-May-01	REGD	TEXDE	Y	
MEXICO	TEXON	707501	26-Jul-01	REGD	TEXDE	Y	
MOROCCO	TEXON	38501	23-Jan-67	REGD	DVHD	Y	
NEW ZEALAND	TEXON	67664	05-Dec-60	REGD	TEXDE	Y	
NEW ZEALAND	TEXON	67665	05-Dec-60	REGD	TEXDE	Y	
NEW ZEALAND	TEXON	68101	16-Feb-68	REGD	TEXDE	Y	
NICARAGUA	TEXON	22756	03-Jun-70	REGD	TEXDE	Y	
NICARAGUA	TEXON	22757	03-Jun-70	REGD	TEXDE	Y	
NIGERIA	TEXON	18435	04-Mar-67	REGD	TEXDE	Y	
NIGERIA	TEXON	18436	04-Mar-67	REGD	DVHD	Y	

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Country	Name	Number	Reg Date	Status	Registered Owner	Keyp	Bar ch
NORWAY	TEXON	61917	04-Jul-63	REGD	TEXDE	Y	
PAKISTAN	TEXON	46757	03-Feb-67	REGD	TEXDE	Y	
PAKISTAN	TEXON	46756	03-Feb-67	REGD	TEXDE	Y	
PANAMA	TEXON	11544	18-Sep-69	REGD	TEXDE	Y	
PERU	TEXON	38257	18-Jan-61	REGD	DVHD	Y	
POLAND	TEXON	42808	03-Aug-61	REGD	TEXDE	Y	
PORTUGAL	TEXON	110716	10-Oct-63	REGD	TEXDE	Y	
PORTUGAL	TEXON	114299	11-Oct-63	REGD	TEXDE	Y	
PORTUGAL	TEXON	110717	11-Oct-63	REGD	TEXDE	Y	
PUERTO RICO	TEXON	11785	29-Mar-61	REGD	TEXDE	Y	
ROMANIA	TEXON	3R02822	21-Apr-67	REGD	TEXDE	Y	
RUSSIA	TEXON	20157	06-Jul-61	REGD	TEXDE	Y	
SINGAPORE	TEXON	41045	13-Feb-67	REGD	TEXDE	Y	
SINGAPORE	TEXON	41046	13-Feb-67	REGD	TEXDE	Y	
SINGAPORE	TEXON (STYLISED)	9746/94	10-Nov-94	REGD	TEXDE	Y	
SLOVAK REPUBLIC	TEXON	154589	02-Feb-61	REGD	TEXDE	Y	
SLOVENIA	TEXON	9470167	13-Oct-99	REGD	TEXDE	Y	
SOUTH AFRICA	TEXON	595/57/2	23-Feb-57	REGD	TEXDE	Y	
SOUTH AFRICA	TEXON	595/57/3	23-Feb-57	REGD	TEXDE	Y	
SOUTH AFRICA	TEXON	595/57/4	23-Feb-57	REGD	TEXDE	Y	
SPAIN	TEXON	375589	25-Jan-62	REGD	TEXDE	Y	
SPAIN	TEXON (STYLISED)	1934711	02-Dec-94	REGD	TEXDE	Y	
SPAIN	TEXON	375588	09-Oct-62	REGD	TEXDE	Y	
SRI LANKA	TEXON	28752	27-Jan-67	REGD	TEXDE	Y	
SRI LANKA	TEXON	28753	27-Jan-67	REGD	TEXDE	Y	
SUDAN	TEXON	11463	16-Jul-68	REGD	TEXDE	Y	
SUDAN	TEXON	11466	16-Jul-68	REGD	TEXDE	Y	
SWEDEN	TEXON	112128	12-Feb-65	REGD	TEXDE	Y	
SWITZERLAND	TEXON	309035	05-Dec-60	REGD	TEXDE	Y	
TAIWAN	TEXON	102590	01-Aug-78	REGD	DVHD	Y	
TAIWAN	TEXON	28427	01-Nov-67	REGD	TEXDE	Y	
TAIWAN	TEXON	28816	01-Dec-67	REGD	DVHD	Y	
TAIWAN	TEXON (STYLISED)	702945	18-Nov-94	REGD	TEXDE	Y	
TAIWAN	TEXON (STYLISED)	704832	18-Nov-94	REGD	DVHD	Y	
THAILAND	TEXON	TM76988	20-Feb-88	REGD	TEXDE	Y	
THAILAND	TEXON	TM76950	20-Feb-88	REGD	TEXDE	Y	
THAILAND	TEXON (STYLISED)	KOR41924	21-Mar-95	REGD	DVHD	Y	

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Country	Name	Number	Reg. Date	Status	Registered Owner	Keep p.	Base Cl.
TUNISIA	TEXON	100/92	17-Mar-67	REGD	DVHD	Y	N
TURKEY	TEXON	89753	07-Feb-61	REGD	DVHD	Y	N
UK	TEXON	1564160	04-Mar-94	REGD	TEXDE	Y	N
UK	TEXON	777459	09-May-58	REGD	TEXDE	Y	N
UK	TEXON	768311	13-Aug-57	REGD	TEXDE	Y	N
UK	TEXON	2039085	02-Oct-95	REGD	TEXDE	Y	N
UK	TEXON	1564045	04-Mar-94	REGD	TEXDE	Y	N
UK	TEXON	1038160	12-Nov-74	REGD	TEXDE	Y	N
UK	TEXON	762823	25-Feb-57	REGD	TEXDE	Y	N
URUGUAY	TEXON	203117	31-Aug-64	REGD	DVHD	Y	N
USA	TEXON (STYLISED)	2,804,375	13-Jan-04	APP	TEXDE	Y	N
VENEZUELA	TEXON	42273	12-Sep-62	REGD	TEXDE	Y	N
VIETNAM	TEXON	24827	05-Jul-96	REGD	TEXDE	Y	N
VIETNAM	TEXON (STYLISED)	24828	05-Jul-96	REGD	TEXDE	Y	N
ZIMBABWE	TEXON	A-62/67	31-Jan-67	REGD	DVHD	Y	N
ZIMBABWE	TEXON	A-63/67	31-Jan-67	REGD	DVHD	Y	N

TEXON MÖCKMÜHL GMBH

OTHER TRADE MARKS

Country	Name	Number	Owner	Status	Keep	Base Cl.
ARGENTINA	FORMOSERT	1933203		DVHD REGD	Y	
ARGENTINA	FORMOSERT	1933191		DVHD REGD	Y	
BENELUX	FORMO	071487		TEXDE REGD	Y	
BENELUX	TUFFLEX	070298		TEXDE REGD	Y	
DENMARK	FORMO	3219-1970		DVHD REGD	Y	
DENMARK	TUFFLEX	3676-1970		DVHD REGD	Y	
FINLAND	FORMO	65301		TEXDE REGD	Y	
FINLAND	TUFFLEX	64655		TEXDE REGD	Y	
FINLAND	UNIFAST	115940		TEXDE REGD	N	
GERMANY	FORMOSERT	897483		TEXDE REGD	Y	
GERMANY	HYPERSORB	2086330		TEXDE REGD	Y	
GERMANY	RADOMA	935347		TEXDE REGD	N	
GERMANY	TUFFLEX	863193		TEXDE REGD	Y	
INTERNATIONAL *	FORMO	R354918		TEXDE REGD	Y	
INTERNATIONAL **	HYPERSORB	635003		TEXDE REGD	Y	
INTERNATIONAL ***	TUFFLEX	R354919		TEXDE REGD	Y	
ITALY	FORMO	00850761		TEXDE REGD	Y	
ITALY	TUFFLEX	00850762		TEXDE REGD	Y	
NORWAY	RADOMA	88950		TEXDE REGD	N	
NORWAY	TUFFLEX	78252		TEXDE REGD	Y	

MS 8

MS 8

Country	Name	Number	Owner	Status	Keep	B
SWEDEN	FORMO	127745	TEXDE	REGD	Y	
SWEDEN	TUFFLEX	129708	TEXDE	REGD	Y	

* Benelux, Germany, France, Hungary, Italy and Portugal

** Austria, Benelux, France, Italy, Spain and Switzerland

*** Bosnia and Herzegovina, Benelux, Germany, France, Hungary, Croatia, Italy, Portugal, Slovenia and Yugoslavia

BERLIB01/BERMKL/53695.01

Lovell

TRADEMARK

REEL: 003114 FRAME: 0774

Handwritten initials



Notarielle Beglaubigung

Vorstehende, vor mir vollzogene Unterschriften von

1. Herrn Helmut Lenz,
geboren am 26.06.1949,
wohnhaft in 74219 Möckmühl, Beethovenstraße 74,

- persönlich bekannt -

handelnd für die

Texon Möckmühl GmbH, mit dem Sitz in Möckmühl,
Postanschrift: 74219 Möckmühl, Roigheimer Straße 70,

2. Herrn Michael Kohl, Rechtsanwalt
geboren am 26.03.1969,
geschäftsansässig in 10629 Berlin, Schlüterstraße 37,

- ausgewiesen durch Personalausweis -

handelnd für die

Barclays Bank PLC, mit dem Sitz in London,
Postanschrift: London EC3P 3AH (England), 54 Lombard Street,

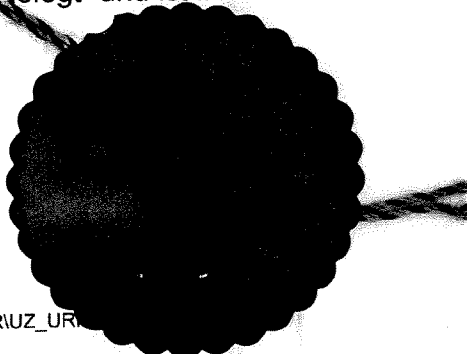
beglaubige ich hiermit öffentlich.

Gleichzeitig bescheinige ich aufgrund der am 08.02.2005 erfolgten Einsicht in eine beglaubigte Abschrift aus dem Handelsregister HRB 6641 des Amtsgerichts Heilbronn vom 07.02.2005, dass Herr Helmut Lenz als alleinvertretungsberechtigter Geschäftsführer der Texon Möckmühl GmbH im Handelsregister eingetragen ist.

Herr Rechtsanwalt Michael Kohl handelt für die Barclays Bank PLC aufgrund Vollmacht vom 02.02.2005, bestätigt von Notar Iain Alexander Rogers, London, mit Apostille vom 02.02.2005 des Foreign and Commonwealth Office London Nr. G 614391. Die Vollmacht wurde im Original hier vorgelegt und ist in Abschrift dieser Urkunde beigelegt.

Möckmühl, den 08.02.2005

Notar
(Stutz)



§§ KostO	Gegenstand	Geschäftswert	Anzahl	Betrag
§ 150 Ziff. 1 KostO	Vertreng.Bescheinigung n. § 21 Abs.1 Nr.1 BNotO	0,00 €	0	13,00 €
§§ 45 I, 141 KostO	Unterschriftsbeglaubigung	1.000.000,00 €	0	130,00 €
§136 II und IV KostO	Dokum.Pauschale (4 Seiten)	0,00 €	0	2,00 €
	Umsatzsteuer 16%	145,00 €		23,20 €
Summe:				168,20 € =====

CHEESWRIGHTS

NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR
Telephone: 020 7623 9477 (or) 07000 NOTARIES

Facsimile: 020 7623 5428
E-mail: notary@cheeswrights.co.uk
www.cheeswrights.co.uk
DX 627/London City EC3

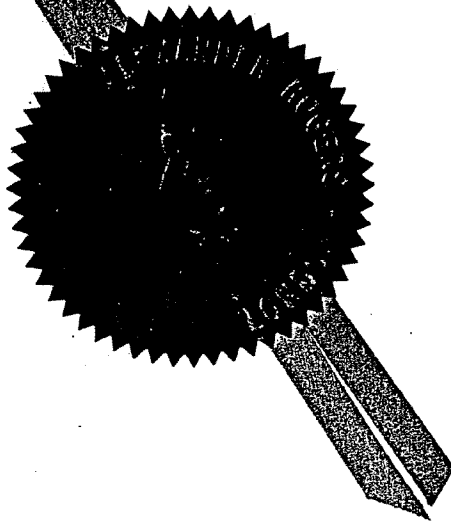
Ich, IAIN ALEXANDER ROGERS, kraft königlicher Ermächtigung ordnungsgemäß zugelassener und beeidigter öffentlicher Notar in der City of London, England, BESCHEINIGE UND BESTÄTIGE HIERMIT :

DASS die angeheftete Urkunde mit dem Geschäftssiegel der englischen Gesellschaft BARCLAYS BANK PLC gesiegelt und von Frau MICHELLE AMEY als Hilfssekretärin/Siegelführungsbevollmächtigte der genannten Gesellschaft eigenhändig unterschrieben worden ist;

UND DASS die Genannte als Hilfssekretärin/Siegelführungsbevollmächtigte nach der Satzung dieser Gesellschaft ordnungsgemäß befugt ist, die besagte Urkunde auszustellen;

UND DASS dieselbe in gehöriger englischer Rechtsform vollzogen und für die Gesellschaft rechtsverbindlich ist.

URKUND DESSEN habe ich meine Unterschrift und mein Amtssiegel beigesetzt in London, England, heute den zweiten Februar im Jahre Zweitausendundfünf.



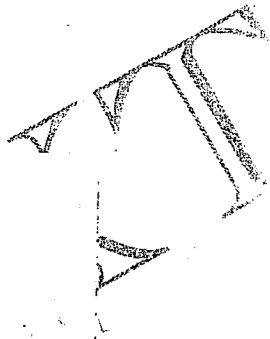
SCRIVENER
NOTARIES

N.P Ready
Ruth M Campbell J B Burgess E Gardiner
A J Claudet I A Rogers

TRADEMARK
REEL: 003114 FRAME: 0777

The un

(5)
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APOSTILLE
(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

- 1. Country: United Kingdom of Great Britain and Northern Ireland
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

This public document / Le présent acte public

- 2. Has been signed by **Iain Alexander Rogers**
a été signé par

- 3. Acting in the capacity of **Notary Public**
agissant en qualité de

- 4. Bears the seal/stamp of **The Said Notary Public**
est revêtu du sceau/timbre de

- 5. at London/à Londres
- 6. Certified/Attesté
the/le **02 February 2005**

- 7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs /
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth.

- 8. Number/sous No **G614391**

- 9. Stamp:
timbre:
- 10. Signature: **A. Walakira**



For the Secretary of State / Pour le Secrétaire d'Etat

If this document is to be used in a country which is not party to the Hague Convention of 5 October 1961, it should be presented to the consular section of the mission representing that country. An apostille or legalisation certificate only confirms that the signature, seal or stamp on the document is genuine. It does not mean that the contents of the document are correct or that the Foreign & Commonwealth Office approves of the contents.

Power of Attorney

Vollmacht

The undersigned company

Die unterzeichnende Gesellschaft

Barclays Bank PLC

54 Lombard Street, London EC3P 3AH, United Kingdom

(hereinafter the "Company"), a company incorporated under the laws of the United Kingdom

(nachfolgend die "Gesellschaft"), eine Gesellschaft gegründet nach dem Recht des Vereinigten Königreichs

hereby authorises

bevollmächtigt hiermit

the lawyers / die Rechtsanwälte

Dr. Thomas Lindemann
Dr. Andreas Schwennicke
Dr. Katlen Blöcker
Dr. Ludwig von Moltke
Dr. Anett Nischan,
Andreas Conen
Michael Kohl
Ulrike Breitenbach
Dr. Daniel Radig

each with professional domicile at / jeweils geschäftsansässig in
Schlüterstrasse 37, 10629 Berlin, Germany

(hereinafter individually and collectively referred to as "Attorneys"), each of them individually and independent from each other to represent the Company in the performance of the following acts under or in connection with the senior facilities agreement made between, inter alias,

(nachfolgend einzeln und gemeinsam die "Bevollmächtigten"), und zwar jeden von ihnen einzeln und unabhängig, die Gesellschaft bei der Vornahme folgender Handlungen zu vertreten, die mit einem Senior Facilities Agreement zwischen

Texon Non Woven Limited
Texon Management Limited
Texon Overseas
Texon USA, Inc
Dorwing International Limited
Texon Möckmühl GmbH

and others as borrowers or obligors and

und anderen als Darlehensnehmer oder Schuldner und

Barclays Bank PLC

as lender, arranger, issuing bank, agent and security agent ("**Senior Facilities Agreement**"), and the mezzanine facility agreement made between, inter alias,

als Darlehensgeber, Arrangeur, Emmissionsbank, Agent und Sicherheitenpoolführer ("**Senior Facilities Agreement**") und einem Mezzanine Facility Agreement zwischen

Texon Non Woven Limited
Texon Management Limited
Texon Overseas
Texon USA, Inc
Dorwing International Limited
Texon Möckmühl GmbH

and others as borrowers or obligors and

und anderen als Darlehensnehmer oder Schuldner und

Barclays Bank PLC

as lender, arranger, issuing bank, agent and security agent ("**Mezzanine Facility Agreement**");

als Darlehensgeber, Arrangeur, Emmissionsbank, Agent und Sicherheitenpoolführer ("**Mezzanine Facility Agreement**"), im Zusammenhang stehen:

The conclusion, execution, amendment, annulment and re-execution of all documents in connection with the entry of the Company into

Abschluss, Unterzeichnung, Änderung, Aufhebung und Wiederabschluss aller Dokumente im Zusammenhang mit dem Abschluss durch die Gesellschaft von

- | | |
|---|---|
| <p>1. a release agreement with in relation to a pledge over the shares of Texon Verwaltungs GmbH, registered with the local court of Heilbronn, under HRB 6550;</p> | <p>1. einer Freigabevereinbarung bezüglich der Pfandrechte an den Geschäftsanteilen der Texon Verwaltungs GmbH, eingetragen bei dem Amtsgericht Heilbronn unter HRB 6550;</p> |
| <p>2. a pledge agreement in relation to all the shares (or any part thereof) in Texon Verwaltungs GmbH, registered with the local court of Heilbronn, under HRB 6550, including any rights deriving from the aforementioned shares;</p> | <p>2. einer Verpfändungsvereinbarung bezüglich aller Gesellschaftsanteile (oder eines beliebigen Teils hiervon) an der der Texon Verwaltungs GmbH, eingetragen bei dem Amtsgericht Heilbronn unter HRB 6550, sowie aller mit den vorstehenden Geschäftsanteilen zusammenhängenden Rechte;</p> |
| <p>3. a receivables assignment agreement;</p> | <p>3. einer Globalzession;</p> |
| <p>4. a security assignment of intellectual property rights and related rights and</p> | <p>4. einer Sicherungsabtretung von gewerblichen Schutzrechten und</p> |

- | | |
|---|--|
| <p>claims with Texon Möckmühl GmbH;</p> <p>5. a security assignment of intellectual property rights and related rights and claims with Texon Management Limited and others;</p> <p>6. a pledge over Community trademarks and related rights and claims with Texon Möckmühl GmbH;</p> <p>7. escrow arrangements in the context of a release agreement between Texon Möckmühl GmbH and Volksbank Möckmühl eG and the delivery of a guarantee certificate under the Senior Facilities Agreement to Volksbank Möckmühl eG;</p> <p>8. the creation of a land charge with an acknowledgement of debt and submission to immediate execution and the corresponding security purpose agreement with Texon Möckmühl GmbH;</p> <p>9. a parallel obligations agreement; and</p> <p>10. any and all other security documents and/or ancillary documents related to the creation of security in relation to the Senior Facilities Agreement and the Mezzanine Facility Agreement.</p> | <p>damit zusammenhängenden Ansprüchen und Rechten mit Texon Möckmühl GmbH;</p> <p>5. einer Sicherungsabtretung von gewerblichen Schutzrechten und damit zusammenhängenden Ansprüchen und Rechten mit Texon Management Limited und anderen;</p> <p>6. einer Verpfändung von Europäischen Gemeinschaftsmarken und damit zusammenhängenden Ansprüchen und Rechten mit Möckmühl GmbH;</p> <p>7. Treuhandvereinbarungen anlässlich einer Freigabvereinbarung im Zusammenhang zwischen Texon Möckmühl GmbH und der Volksbank Möckmühl eG und der Übergabe einer Bürgschaftsurkunde nach dem Senior Facilities Agreement an die Volksbank Möckmühl;</p> <p>8. der Bestellung einer Grundschuld mit persönlicher Haftungsübernahme und Zwangsvollstreckungsunterwerfung nebst dazugehöriger Sicherungszweckvereinbarung mit Texon Möckmühl GmbH;</p> <p>9. einem Parallel Obligations Agreement; und</p> <p>10. allen anderen Sicherheitendokumenten und/oder Nebendokumenten im Zusammenhang mit der Bestellung von Sicherheiten für das Senior Facilities Agreement und das Mezzanine Facility Agreement</p> |
|---|--|

The Attorneys are further authorised to agree the terms of any agreements which in their opinion are necessary or desirable in the above context as well as to make and receive all declarations and to take such legal steps they deem necessary or appropriate in the above context, whether in private written form

Die Bevollmächtigten sind ermächtigt, alle in diesem Zusammenhang ihrer Meinung nach erforderlichen oder zweckmäßigen Verträge abzuschließen sowie alle Erklärungen abzugeben und entgegenzunehmen sowie alle Rechtshandlungen vorzunehmen, die sie in diesem Zusammenhang für notwendig

(private Schriftform), notarial form, by deed or orally.

oder angebracht halten, gleichgültig ob in privater Schriftform, notarieller Form, als deed oder mündlich.

The Attorneys are released from Section 181 German Civil Code and authorized to represent the Company alone. The Attorneys may make use of this powers granted hereby once or several times, also for modifying, supplementing or amending declarations or statements already made or given under this power of attorney.

Die Bevollmächtigten sind jeweils von § 181 BGB befreit und befugt, die Gesellschaft allein zu vertreten. Diese Vollmacht kann einmalig oder mehrfach, auch zu Abänderungen und Ergänzungen von Erklärungen, die bereits auf ihrer Grundlage abgegeben wurden, ausgenutzt werden.

This power of attorney shall be interpreted as to have a wide scope

Diese Vollmacht soll weit ausgelegt werden.

This power of attorney shall be governed by German law. The German language version prevails.

Diese Vollmacht unterliegt deutschem Recht. Maßgeblich ist die deutsche Fassung.

London, 2 February 2005

Barclays Bank PLC

The COMMON SEAL of Barclays Bank PLC was hereunto affixed in the Execution of this Deed in the presence of


Signature.....
Assistant Secretary
Authorised Sealing Officer



Handelsregister - Abt. B - des Amtsgerichts Heilbronn

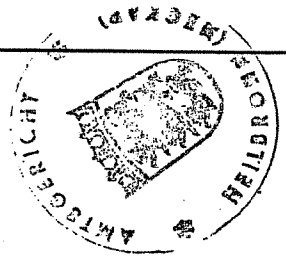
Blatt 1
(mit Fortsetzung Blatt)

HRB 6641

1	a) Firma b) Sitz c) Gegenstand des Unternehmens	Grundkapital oder Stammkapital DM	Vorstand Persönlich haftende Gesellschafter Geschäftsführer Abwickler	Prokura	Rechtsverhältnisse	a) Tag der Eintragung und Unterschrift b) Bemerkungen
		3	4	5	6	7
1	 <p>a. Texon Möckmühl GmbH b. Möckmühl c. Herstellung, Kauf und Verkauf von Spezialpappen, kunststoffbeschichteten Materialien und ähnlichen Erzeugnissen insbesondere unter der eingetragenen Marke "Texon" sowie alle damit zusammenhängenden Tätigkeiten.</p>	<p>Stammkapital 75.000 DM</p>	<p>Geschäftsführer <u>Manfred Höreth,</u> <u>Kaufmann,</u> <u>Möckmühl;</u> Helmut Lenz, Betriebswirt VWA, Möckmühl; <u>J. Neil Fleming,</u> <u>Kaufmann,</u> <u>Foxton,</u> <u>Leicestershire,</u> <u>England</u></p>	<p>Die Prokuren für <u>Manfred Höreth,</u> <u>Helmut Lenz, Helmut</u> <u>Gimbel, Wolf Ingel und</u> <u>Reinhold Berck</u> sind erloschen.</p>	<p>Gesellschaft mit beschränkter Haftung. Gesellschaftsvertrag vom 23. April 1987 mit Änderungen vom 22. April 1991 und 15. Juni 1992. Sind mehrere Geschäftsführer bestellt, so vertreten zwei von ihnen oder einer gemeinsam mit einem Prokuristen. Ist nur ein Geschäftsführer vorhanden, so vertritt dieser allein. Durch Gesellschafterbeschluss vom 24. Februar 1998 ist der Sitz der Gesellschaft von Frankfurt am Main nach Möckmühl verlegt, die Firma (bisher: DVSG Holding GmbH) und der Unternehmensgegenstand geändert sowie der Gesellschaftsvertrag insgesamt neu gefasst. Auf die eingereichte Urkunde wird Bezug genommen. Manfred Höreth und Helmut Lenz wurden zu Geschäftsführern je mit Einzelvertretungsbefugnis bestellt; J. Neil Fleming bleibt einzelvertretungsbefugter Geschäftsführer und ist befugt, die Gesellschaft bei Rechtsgeschäften mit sich selbst im eigenen Namen oder als Vertreter eines Dritten zu vertreten. Die bisher in Möckmühl bestehende Zweigniederlassung ist aufgehoben.</p>	<p>a. 28.05.1998 <i>Bl</i> b. Beschl. + Verfr. Bl. 104-124 Sb; bisher AG Frankfurt am Main HRB 27631; 1. Ein- tragung 27. April 1987</p>
2					<p>Zwischen der Gesellschaft und der "USM Holding GmbH" mit Sitz in Möckmühl besteht ein am 15. Dezember 2000 geschlossener Beherrschungs- und Ergebnisabführungsvertrag, dem die Gesellschafter der beherrschten Gesellschaft am 19. März 2001 und die Gesellschafter der herrschenden Gesellschaft am 7. März 2001 zugestimmt haben. Auf die eingereichte Urkunde wird Bezug genommen.</p>	<p>a. 22.05.2001 <i>Bl</i> b. Beschl. Bl. 136/137 und Bl. 146/149 Sb.; Vertrag Bl. 152/159 Sb.; HRB 6719</p>

Handelsregister - Abt. B - des Amtsgerichts Heilbronn

1 a) Firma b) Sitz c) Gegenstand des Unternehmens	2	3 Grundkapital oder Stammkapital DM	4 Vorstand Persönlich haftende Gesellschafter Geschäftsführer Abwickler	5 Prokura	6 Rechtsverhältnisse	7 a) Tag der Eintragung und Unterschrift b) Bemerkungen
3				<p>Manfred J. Höreth, geb. 28.10.1938, <u>Möckmühl.</u> Er vertritt zusammen mit einem Geschäfts- führer oder einem weiteren Prokuristen.</p>	<p><u>Manfred Höreth ist nicht mehr Geschäftsführer.</u></p>	<p>a. 08.02.2002 <i>l.l.</i> b. Bl. 163 Sb.</p>
					<p><u>Neil Fleming ist nicht mehr Geschäftsführer.</u></p>	<p>a. 26.08.2003 <i>l.l.</i> b. Bl. 166/167 Sb.</p>
			<p>Die Prokura von <u>Manfred J. Höreth ist</u> <u>erloschen.</u></p>		<p>beglaubigte Abschrift Geschäftsstelle des Amtsgerichts Heilbronn - Registrereibteilung - Heilbronn, den <u>01. Feb. 2005</u> Rechtsbereichene Teile der Eintragung erscheinen in der Folienkopie schwarz. Diese Teile der Eintragung sind gelöscht.</p>	<p>a. 14.06.2004 <i>l.l.</i></p>



Das Urkundebeame
R. 105