

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coeur, Inc.		10/10/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1608126	COEUR	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 492-6863		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Kari B. Frank		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	12,246		
NAME OF SUBMITTER:	Kari B. Frank		
Signature:	/Kari B. Frank/		
Date:	10/22/2008		

CH \$40.00 1608126

Total Attachments: 10

source=COEUR Trademark Assignment#page1.tif

source=COEUR Trademark Assignment#page2.tif

source=COEUR Trademark Assignment#page3.tif

source=COEUR Trademark Assignment#page4.tif

source=COEUR Trademark Assignment#page5.tif

source=COEUR Trademark Assignment#page6.tif

source=COEUR Trademark Assignment#page7.tif

source=COEUR Trademark Assignment#page8.tif

source=COEUR Trademark Assignment#page9.tif

source=COEUR Trademark Assignment#page10.tif

COLLATERAL ASSIGNMENT (TRADEMARKS)

THIS COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of October 10, 2008, is made and given by COEUR, INC., an Indiana corporation (the "Assignor") to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, and together with its successors and assigns, the "Assignee").

RECITALS

A. The Assignor, the Assignee, and the Lenders have entered into a Credit Agreement dated as of October 10, 2008 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignee and the Lenders have agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Assignor to the Assignee and the Lenders arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Pledge and Security Agreement of even date herewith (the "Security Agreement") by and between Assignor and Assignee which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights and trade secrets.

C. The Assignor owns the trademarks and tradenames set forth in Exhibit A attached hereto, and the trademarks and tradenames so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office or applicable foreign trademark office (except for intent to use applications).

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present United States and foreign trademarks and trade names and the registrations and applications (except for intent to use applications) therefor owned by the Assignor (the "Trademarks"), including but not limited to those registered trademarks and tradenames set forth

on Exhibit A, and including, without limitation, any and all common law rights in Trademarks owned by the Assignor, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and continuation of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence and continuation of such an Event of Default, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to the Assignment of Trademarks attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete the undated Assignments of Trademarks at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending (and intent to use applications), the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and, as of the date hereof, have not been adjudged invalid or unenforceable in whole or in part;

(b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in material compliance with statutory notice requirements relating to its use of the Trademarks;

(f) except for Permitted Liens, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A are all of the United States and foreign Trademarks and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application (except for intent to use applications), registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto and except as permitted by the Credit Agreement in the ordinary course of business.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Documents, as defined therein.

7. The Assignor shall (a) prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, (b) make application on those trademarks and trade names which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (c) preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any clauses (a), (b) or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the same is

not material to the business of Assignor. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Assignor, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.


15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (a) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (b) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS

ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has executed this instrument.

COEUR, INC.

By 
Name Matthew N. Dailey
Title Vice President and Secretary

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT (TRADEMARKS)]

TRADEMARK
REEL: 003875 FRAME: 0283

EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

ISSUED UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"COEUR + Design"	1,608,126	July 31, 1990

PENDING UNITED STATES TRADEMARKS

None.

ISSUED FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country and Registration No.</u>	<u>Registration Date</u>
"COEUR + Design"	Japan: 5100878	December 21, 2007
"COEUR + Design"	CTM: 005644679	December 18, 2007

PENDING FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country and Application No.</u>	<u>Application Date</u>
"COEUR + Design"	Canada: 1,333,027	January 29, 2007
"COEUR + Design"	China: 5936546	March 9, 2007
N/A	Hong Kong: 301074195	March 18, 2008

TRADENAMES

<u>Name</u>	<u>Jurisdiction</u>	<u>Registration Date</u>
Polyten Plastics	Beaufort County, North Carolina	April 23, 2003
Coeur	Beaufort County, North Carolina	April 23, 2003
Coeur Medical	Beaufort County, North Carolina	April 23, 2003
Polyten	Beaufort County, North Carolina	April 23, 2003

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

**FORM OF
ASSIGNMENT OF TRADEMARKS**

WHEREAS, Coeur, Inc., an Indiana corporation (“Assignor”) is the owner of the entire right, title and interest in and to certain United States and foreign trademarks and tradenames (“Trademarks”); and

WHEREAS, U.S. Bank National Association (“Assignee”) is desirous of acquiring the entire right, title, and interest in and to the aforesaid Trademarks, together with any and all causes of action and rights of recovery for past infringements of the Trademarks, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Trademarks;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers and conveys unto the Assignee the entire right, title and interest in and to the Trademarks, including each and every Trademarks that is granted on any application (except for intent to use applications) that is a division, substitution or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks.

2. The Assignor further sells, assigns, transfers and conveys unto the Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor, its successors, assigns and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, 20__.

COEUR, INC.

By _____
Name _____
Title _____

EXHIBIT C
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

TRADEMARK LICENSES

None.