

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Intellectual Property Security Agreements recorded at Reel 4200, Frame 0459 and Reel 3661, Frame 0690

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viskase Companies, Inc.		04/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Icahn Enterprises Holdings L.P.
Street Address:	142 West 57th Street
Internal Address:	Metropolitan Towers, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85090761	VISCOAT
Serial Number:	77808900	MP
Serial Number:	77806295	CASING SOLUTIONS WORLDWIDE
Registration Number:	3832575	POLYJAX
Registration Number:	3767378	ZEPHYR

CORRESPONDENCE DATA

Fax Number: (312)527-0484
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 222-9350
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 Correspondent Name: Mariann R. Murphy
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CH \$140.00 85090761

ATTORNEY DOCKET NUMBER:	41071-10028
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	05/10/2011
Total Attachments: 8 source=lcahn IP Amendment#page1.tif source=lcahn IP Amendment#page2.tif source=lcahn IP Amendment#page3.tif source=lcahn IP Amendment#page4.tif source=lcahn IP Amendment#page5.tif source=lcahn IP Amendment#page6.tif source=lcahn IP Amendment#page7.tif source=lcahn IP Amendment#page8.tif	

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment No. 1 to Intellectual Property Security Agreement (this "Amendment"), dated as of April 28, 2011, is by and between VISKASE COMPANIES, INC., a Delaware corporation with an address at 8205 South Cass Avenue, Suite 115 Darien, IL 60561 (the "Company"), and ICAHN ENTERPRISES HOLDINGS L.P., a Delaware limited partnership, with an address at Metropolitan Towers, 142 West 57th Street, 5th Floor, New York, NY 10019 ("IEHP"), as Lender under the Existing IP Security Agreement defined below (the "Lender").

RECITALS

WHEREAS, Arnos Corp., a Nevada corporation ("Arnos"), and the Company entered into that certain Intellectual Property Security Agreement, dated as of November 14, 2007 (the "Existing IP Security Agreement");

WHEREAS, the Existing IP Security Agreement was recorded with the United States Patent and Trademark Office on November 11, 2007, at Reel 3661, Frame 0690, and at Reel 020119, Frame 0563;

WHEREAS, effective January 15, 2010, Arnos assigned all of its rights, remedies and interests as the "Lender" under the Existing IP Security Agreement to IEHP (the "Assignment");

WHEREAS, the Assignment was recorded with the United States Patent and Trademark Office on May 6, 2010, at Reel 4200, Frame 0459, and at Reel 024342, Frame 0595;

WHEREAS, the Company has acquired additional Intellectual Property (as defined in the Existing IP Security Agreement); and

WHEREAS, the Company is required under the Existing IP Security Agreement to execute, deliver, and file or record, as applicable, any and all documents and instruments necessary or advisable to record or preserve the Lender's interest in all Intellectual Property;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1) Amendment to the Existing IP Security Agreement.
- a) Exhibit A to the Existing IP Security Agreement is hereby supplemented to include the information set forth on Annex A hereto, and the grant of the security interest made by the Company under the Existing IP Security Agreement shall extend to, and, not in

limitation but in addition to such grant, the Company accordingly hereby grants a security interest in favor of the Lender on, the Patents described on Exhibit A hereto (the “New Patents”).

- b) Exhibit B to the Existing IP Security Agreement is hereby supplemented to include information set forth on Annex B hereto, and the grant of the security interest made by the Company under the Existing IP Security Agreement shall extend to, and, not in limitation but in addition to such grant, the Company accordingly hereby grants a security interest in favor of the Lender on, the Trademarks described on Exhibit B hereto (the “New Trademarks”).
- c) Exhibit C to the Existing IP Security Agreement is hereby supplemented to include information set forth on Annex D hereto, and the grant of the security interest made by the Company under the Existing IP Security Agreement shall extend to, and, not in limitation but in addition to such grant, the Company accordingly hereby grants a security interest in favor of the Lender on, the Copyright described on Exhibit C hereto (the “New Copyright”; the New Patents, the New Trademarks and the New Copyright, collectively the “New Intellectual Property”).

2) Conditions to Effectiveness. This Amendment shall become effective as of the date hereof upon the execution hereof by each of the parties hereto.

3) Representations and Warranties. To induce the Lender to execute and deliver this Amendment, the Company hereby represents and warrants to the Lender that, both before and immediately after giving effect to this Amendment:

(a) All representations and warranties contained in the Existing IP Security Agreement as they relate to the New Intellectual Property are true and correct in all material respects on and as of the date of this Amendment;

(b) This Amendment and the Existing IP Security Agreement, as amended hereby, constitute legal, valid and binding obligations of the Company and are enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors’ right generally; and

(c) The execution and delivery by the Company of this Amendment does not require the consent or approval of any Person, except such consents and approvals as have already been obtained and which remain in full force and effect.

4) Continuing Effect.

(a) Other than as specifically provided herein, this Amendment shall not operate as a waiver or amendment of any right, power or privilege of the Lender under the Existing IP Security Agreement, the Loan Agreement or any other Loan Document or of

any other term or condition of the Existing IP Security Agreement, the Loan Agreement or any other Loan Document. Except as expressly modified hereby, the Existing IP Security Agreement, the Loan Agreement and the other Loan Documents shall continue in full force and effect in accordance with their respective terms.

(b) From and after the effectiveness of this Amendment, all references in the Existing IP Security Agreement to “this Agreement,” “herein,” “hereof,” hereby” and words of similar import shall mean such Agreement, as amended by this Amendment.

5) Affirmation. The Company hereby ratifies, affirms, acknowledges and agrees that the Existing IP Security Agreement, as amended hereby, the Loan Agreement and the other Loan Documents represent the valid and enforceable obligations of the Company. The Company hereby agrees that this Amendment in no way acts as a release or relinquishment of the security interests and rights securing payments of the Obligations. The security interests and rights securing payment of the Obligations are hereby ratified and confirmed by the Company in all respects.

6) Counterparts. This Amendment may be executed in counterpart and by different parties hereto in separate counterparts, each of which, when taken together, shall constitute but one and the same instrument.

7) Governing Law; Entire Agreement. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. This Amendment, the Existing IP Security Agreement, the Loan Agreement and the other Loan Documents Documents, together with all other instruments, agreements and certificates executed by the parties in connection therewith or with reference thereto, embody the entire understanding and agreement between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings and inducements, whether express or implied, oral or written.

8) Expenses. All of the Lender’s reasonable costs and expenses, including, without limitation, attorney’s fees, incurred in connection with the preparation, negotiation, execution and delivery of this Amendment and all related documents shall be paid by the Company promptly after receipt of written request of the Lender.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first above written.

LENDER:

ICAHN ENTERPRISES HOLDINGS L.P.,

BY: Icahn Enterprises G.P. Inc.,
its general partner

By: 

Name: Dominick Ragone

Title: Chief Financial Officer

COMPANY:

VISKASE COMPANIES, INC.

By: _____

Name: Michael L. Goldberg

Title: Vice President & Chief Financial
Officer

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first above written.

LENDER:
ICAHN ENTERPRISES HOLDINGS L.P.,

BY: Icahn Enterprises G.P. Inc.,
its general partner

By: _____
Name: Dominick Ragone
Title: Chief Financial Officer

COMPANY:
VISKASE COMPANIES, INC.

By: *Michael L. Goldberg*
Name: Michael L. Goldberg
Title: Vice President & Chief Financial
Officer

Signature Page to Amendment No. 1 to
Intellectual Property Security Agreement

TRADEMARK
REEL: 004537 FRAME: 0837

Annex A

Pending Patents:

Title	Inventor(s)	Country	Appln. No.	Filing Date
Multi-Tube Extrusion Apparatus and Method	Myron D. Nicholson George O. Pehr Aamir W. Siddiqui	U.S.	12/893,451	09/29/2010
Multi-Tube Extrusion Apparatus and Method	Myron D. Nicholson George O. Pehr Aamir W. Siddiqui	U.S.	12/501,627	07/13/2009
Nylon Food Casing	Aamir W. Siddiqui Amy L. Glawe	U.S.	12/176,098	07/18/2008

Annex B

Pending Trademarks:

Mark	Country	Application Number	Filing Date
VISCOAT	U.S.	85/090,761	07/22/2010
MP	U.S.	77/808,900	08/20/2009
CASING SOLUTIONS WORLDWIDE	U.S.	77/806,295	08/17/2009

Registered Trademarks:

Mark	Country	Registration Number	Filing Date
POLYJAX	U.S.	3,832,575	08/10/2010
ZEPHYR	U.S.	3,767,378	03/30/2010

Annex C

Registered Copyrights:

Title	Country	Registration Number	Filing Date
Creating the Future	U.S.	Tx-1-892-990	08/18/1986