

FORM PTO-1594

(Rev. 6-93)

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

REC

07-29-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUL 24 1998

Tab settings ☐ ☐ ☐ ☐ ▼

To the Honorable Commissioner of Patents



100779085

Attached original documents or copy thereof.

1. Name of conveying party(ies):

The Chase Manhattan Bank

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of New York
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 30, 1998

2. Name and address of receiving party(ies)

Name: Rheox, Inc.

Internal Address: _____

Street Address: Wyckoffs Mill Road

City: Highstown State: NJ ZIP: 08520

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Devon Salts

Internal Address: _____

07/27/1998 DCORTES 00000107 1779414

01 FC:441
02 FC:442

Street Address: Weil, Gotshal & Manges LLP

767 Fifth Ave

City: New York State: NY ZIP: 10153

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 590.

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Devon Salts

Name of Person Signing

Devon Salts

Signature

July 23, 1998

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to
 Commissioner of Patents & Trademarks, Box Assignments
 REEL: 1760 FRAME: 0474

TRADEMARK REGISTRATIONS

1,779,414 for BENAQUA
1,231,549 for BARAGEL
1,463,193 for BENATHIX
544,075 for BENTONE
1,189,031 for BENTONE
1,262,082 for BENTONE GEL
1,399,071 for BETONE SD
646,969 for M-P-A
1,318,790 for MACALOID
571,002 for MACALOID
1,943,438 for NALZIN
1,246,727 for NALZIN
1,488,030 for POST4
945,014 for RHEOX
1,369,686 for SD-1
1,369,687 for SD-2
749,616 for THIXATROL
601,491 for THIXCIN
1,210,152 for THIXSEAL

TRADEMARK APPLICATIONS

75/315,562 for NYKON
75/252,121 for RHEOLATE
75/315,563 for RHEOX
75/315,499 for RHEOX

**RELEASE OF CONDITIONAL ASSIGNMENT OF
AND SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS RELEASE OF CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Release"), effective as of January 30, 1998, is made by The Chase Manhattan Bank, a New York banking corporation with offices at 270 Park Avenue, New York, New York 10017 ("Chase").

WITNESSETH:

WHEREAS, Rheox, Inc. (presently known as NL Capital Corporation), a Delaware corporation with offices at Wyckoffs Mill Road, Highstown, NJ 08520 (Rheox) and Chase, as agent for each of the Lenders (as defined in the Security Agreement) are parties to a Credit Agreement dated January 30, 1997 (as amended from time to time, the "Credit Agreement"), and to an Amended and Restated Security Agreement dated January 30, 1997 (as amended from time to time, the "Security Agreement") in which Rheox granted a security interest in its Trademark Collateral (as defined in the Security Agreement) in favor of Chase, including without limitation a security interest in the United States trademarks listed on Schedule A attached hereto (the "Trademarks"), to secure all Secured Obligations (as defined in the Security Agreement) of Rheox;

WHEREAS, Chase executed and delivered to Rheox a Release of Conditional Assignment of and Security Interest in Trademarks dated December 29, 1997;

WHEREAS, as required by Section 6.12(a) of the Credit Agreement, RIMC, Inc. (the Company) has executed and delivered a Joinder Agreement, dated as of December 29, 1997, pursuant to which the Company has for all purposes become a Subsidiary Guarantor under the Credit Agreement and the Security Agreement;

WHEREAS, Rheox assigned all its right, title and interest in the Trademarks to the Company and the Company is now the owner of the Trademarks pursuant to the Intellectual Property Assignment and Assumption Agreement between Rheox and the Company dated December 29, 1997 (the "Assignment Agreement");

WHEREAS, in accordance with the terms of the Credit Agreement and the Security Agreement, the Company executed and delivered to Chase a Conditional Assignment of and Security Interest in Trademarks dated December 29, 1997;

WHEREAS, Chase as agent for each of the Lenders as set forth in the Security Agreement is authorized by the Lenders to release any Lien (as defined in the Credit

Agreement) covering property that is subject to a Disposition (as defined in the Credit Agreement) of property permitted under the Credit Agreement;

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of December 29, 1997, by and among NL Industries, Inc., Rheox, Rheox International, Inc., Harrisons and Crosfield plc (presently known as Elementis plc), Harrisons and Crosfield (America) Inc. (presently known as Elementis America Inc.) and Elementis Acquisition 98, Inc. (presently known as Rheox, Inc.) the security interest in the Company's Trademark Collateral was the subject of a Disposition;

NOW THEREFORE, as permitted under the Credit Agreement, Chase hereby releases (subject to any future security interest which may exist in favor of Chase in accordance with the terms of the Security Agreement) the security interest in, and reassigns, transfers and conveys to the Company, any and all right, title and interest which Chase has in or to the Trademarks listed on Schedule A attached hereto, and more particularly the security interest in and to the Trademarks listed on Schedule A. Chase agrees that it will execute all such further documents as may be requested by the Company to carry out the transactions contemplated hereunder.


IN WITNESS WHEREOF, Chase has caused this release to be duly executed by its duly authorized officer as of the day and year first above written.

THE CHASE MANHATTAN BANK

By:

Name:

Title:

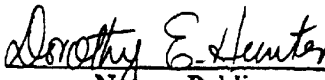

Robert T. Sack
Managing Director

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 7th day of July, 1998, before me personally appeared Robert T. Sack, Managing Director, known to me to be the individual who executed the foregoing instrument and who acknowledged to me that he/she executed the same as a duly authorized officer of The Chase Manhattan Bank.


Dorothy E. Hunter
Notary Public

DOROTHY E. HUNTER
Notary Public, State of New York
No. 4922824
Qualified in Bronx County
Commission Expires Mar. 14, 2000

SCHEDULE A

TRADEMARKS

U.S. TRADEMARK REGISTRATION AND APPLICATIONS

Intellectual property has been assigned or transferred to RIMC, Inc. pursuant to documentation provided to Purchaser.

TRADEMARK NAME	COUNTRY	REGISTRATION NUMBER
BENAQUA	USA	1779414
BARAGEL	USA	1231549
BENATHIX	USA	1463193
BENTONE	USA	544075
BENTONE	USA	1189031
BENTONE GEL	USA	1262082
BENTONE SD	USA	1399071
M-P-A	USA	646969
MACALOID	USA	1318790
MACALOID	USA	571002
NALZIN	USA	1943438
NALZIN	USA	1246727
NYKON	USA	APPL. NO. 75/315,562
POST 4	USA	1488030
RHEOLATE	USA	APPL. NO. 75/252,121
RHEOX	USA	945014
RHEOX	USA	APPL. NO. 75/315,563
RHEOX	USA	APPL. NO. 75/315,449
SD-1	USA	1369686
SD-2	USA	1369687



TRADEMARKS

THIXATROL	USA	749616
THIXCIN	USA	601491
THIXSEAL	USA	1210152