

11-25-1998

Docket No.:

BRI183.67000



100909480

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

First Union National Bank of North Carolina

- Individual(s)
- General Partnership
- Corporation-State
- Other national banking association

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Satisfaction & Release of Security Interest
- Merger
- Change of Name

Execution Date: October 23, 1998

2. Name and address of receiving party(ies):

Name: Specialty Products, Inc.

Internal Address: _____

Street Address: 321 Cherry Lane

City: New Castle State: DE ZIP: 19720

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

365,915 1,061,052
374,842
818,113

Additional numbers Yes No

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

Name: Peter E. Mims

Internal Address: Vinson & Elkins, L.L.P.

2300 First City Tower

Street Address: 1001 Fannin Street

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0365

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.

Peter E. Mims

Name of Person Signing

Peter E. Mims

Signature

11/12/98

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 1818 FRAME: 0418

365915
00000950
11/12/98
FC:48

MED
11/17/98

**SATISFACTION AND RELEASE OF TRADEMARK AND PATENT
COLLATERAL ASSIGNMENTS AND SECURITY AGREEMENTS**

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This SATISFACTION AND RELEASE OF TRADEMARK AND PATENT COLLATERAL ASSIGNMENTS AND SECURITY AGREEMENTS, dated October 23, 1998, concludes, satisfies and releases all right, title and interest conveyed in and to intellectual property assets under the prior agreements between the parties.

BACKGROUND

On or about July 22, 1994, Specialty Products International, Inc., a Delaware corporation ("Borrower"), and First Union National Bank of North Carolina, a national banking association ("the Lender"), entered into a loan agreement, pursuant to which the Lender agreed to make certain loans to Borrower, and which has been modified, amended restated or supplemented from time to time ("the Loan Agreement"). Concurrent with the Loan Agreement, and as partial consideration or inducement for the Loan Agreement, the Borrower and the Lender entered into a certain Short Form Trademark Security Agreement, and thereafter amended, restated, modified or supplemented from time to time ("the Trademark Agreement"), wherein the Lender acquired certain security interests in various assets of the Borrower, including: trademarks; trademark registrations and applications for registration; all of the goodwill of the business to which each of the trademarks, applications or registrations relates; any formulae, processes, procedures and know-how associated with the products sold under the trademarks; and any proceeds or damages resulting from a claim of infringement, dilution or other violation of right in the trademarks or the goodwill associated therewith ("the Trademark Collateral").

Also concurrent with the Loan Agreement, and as partial consideration or inducement for the Loan Agreement, the Borrower and the Lender entered into a certain Short Form Patent Collateral Assignment, and thereafter amended, restated, modified or supplemented from time to time ("the Patent Agreement"), wherein the Lender acquired certain security interests in various assets of the Borrower, including: all right, title and interest in and to certain U.S. Patents and patent applications, and the use thereof, together with the goodwill of the business symbolized by such patent, patent applications and registrations.

On or about September 17, 1997, Borrower and Lender entered into a certain Amended and Restated Credit Agreement ("the Credit Agreement"), whereby Lender extended to Borrower certain credit. Concurrent with the execution of the Credit Agreement, and as partial consideration or inducement for the Credit Agreement, Borrower and Lender entered into a certain Supplemental Patent Collateral Assignment and Short Form Patent Collateral Assignment ("the 1997 Patent Assignments") wherein the Lender acquired certain security interests in various assets of the Borrower, including: all right, title and interest in and to certain U.S. Patents and patent applications, and the use thereof, together with the goodwill of the business symbolized by such patent, patent applications and registrations.

The security interests granted to Lender under the Trademark Agreement, the Patent Agreement and the 1997 Patent Assignments served as security for the full and timely payment.

observance, and performance of all obligations of the Borrower under the Loan Agreement, the Credit Agreement, and related documents. As the Borrower has fully paid and satisfied all indebtedness to the Lender in accordance with the Loan Agreement, and the Credit Agreement, and has performed all obligations under the Loan Agreement, the Credit Agreement and related documents, the parties intend hereby to terminate the Lender's security interests created by the Trademark Agreement, the Patent Agreement and the 1997 Patent Assignments.

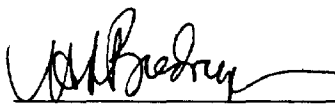
STATEMENT OF AGREEMENT

In consideration of the full and timely payment, observance and performance by Borrower of all obligations of the Borrower under the Loan Agreement, the Credit Agreement and related documents, the Lender does hereby release and relinquish all right, title, interest and claim in and to the security and collateral as defined in the Loan Agreement, the Credit Agreement, the Trademark Agreement, the Patent Agreement and the 1997 Patent Assignments, all as amended, restated, modified or supplemented from time to time, including but not limited to the following trademarks, trademark registrations, applications for trademark registration, patents, and patent applications:

U.S. Patent Application Serial No.08/031,067, filed March 12, 1993
U.S. Patent Application Serial No. 08/078,706, filed June 16, 1993
U.S. Patent Application Serial No. 08/804,606, filed February 24, 1997
U.S. Patent Application Serial No. 60/035,743, filed February 3, 1997
U.S. Patent No. 3,963,789, issued June 15, 1976*
U.S. Patent No. 4,024,193, issued May 17, 1977*
U.S. Patent No. 4,029,878, issued June 14, 1977*
U.S. Patent No. 4,072,628, issued February 7, 1978*
U.S. Patent No. 4,173,514, issued November 6, 1979*
U.S. Patent No. 4,252,794, issued February 24, 1981*
U.S. Patent No. 4,292,451, issued September 29, 1981*
U.S. Patent No. 4,326,072, issued April 20, 1982
U.S. Patent No. 4,357,314, issued November 2, 1982
U.S. Patent No. 4,381,318, issued April 26, 1983
U.S. Patent No. 4,448,778, issued May 14, 1984
U.S. Patent No. 4,471,001, issued September 11, 1984
U.S. Patent No. 5,023,092, issued June 11, 1991
U.S. Patent No. 5,075,291, issued December 24, 1991
U.S. Patent No. 5,139,795, issued August 18, 1992
U.S. Patent No. 5,158,789, issued October 27, 1992
U.S. Patent No. 5,178,850, issued January 12, 1993
U.S. Trademark Registration No. 365,915, for ARLEX
U.S. Trademark Registration No. 374,842, for SORBO
U.S. Trademark Registration No. 818,113, for SUTRO
U.S. Trademark Registration No. 1,061,052, for SORB-TAB

To the extent that the Lender has previously assumed or acquired any right, title, interest or claim in and to the security and/or collateral set forth in the Loan Agreement, the Credit Agreement, the Trademark Agreement, the Patent Agreement and the 1997 Patent Assignments, all as amended, restated, modified or supplemented from time to time, all right, title, interest and claim is hereby assigned, together with the goodwill associated therewith, to the Borrower.

First Union National Bank:

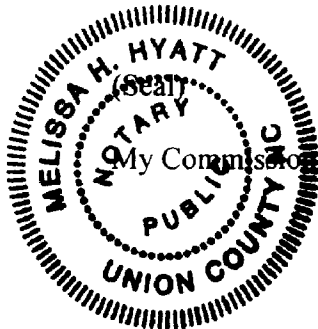
By: 
Name: HENRY R. BIEDRZYCKI
Title: Vice President

State of North Carolina
County of Union

Before me appeared Henry R. BIEDRZYCKI, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation or other juristic entity with authority to do so.

This 22nd day of October, 1998.

Notary Public Melissa H Hyatt



**MY COMMISSION
EXPIRES SEPT. 30, 2001**