

MRD 12/31/98 RECORDS TF

01-04-1999



100935370



Tab settings

To the Honorable Commissioner of Patents a

original documents or copy thereof.

1. Name of conveying party(ies):

Ruco Polymer Corporation
123 New South Street
Hicksville, NY 11802

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

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

2. Name and address of receiving party(ies)

Name: Mellon Bank, N.A., as
Administrative Agent
Internal Address: 610 West Germantown Pike
Street Address: Suite 200
City: Plymouth Meeting State: PA ZIP: 19462

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 7-31-98

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 1 attached

Additional numbers attached? Yes No

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

Name: J. Lee
Internal Address: Access Information
Services, Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... 5.00

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.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

10-16-98
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1834 FRAME: 0531

ASSIGNMENT BRANCH
9 DEC 31 AM 9:42
10-16-98
01/04/1999 JTM11
0000028 6543
01 FC 441
02 FC 482

Schedule 1
to Trademark
Security Agreement

RUCO POLYMER CORPORATION
U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
RUCOFLEX	854,396	12/6/01
RUCOTHANE	881,925	11/9/01
RUCOTE	1,589,575	4/3/00
RUCO	1,728,749	11/3/02

U.S. TRADEMARK APPLICATIONS

TRADEMARK	REG. NO.	REG. DATE

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, RUCO POLYMER CORPORATION, a New York corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 31, 1998 (as such agreement may be amended from time to time, the "**Security Agreement**") among Sybron Chemicals Inc., the Subsidiary Guarantors party thereto and Mellon Bank, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property (except certain excluded property) of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of the Lien Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Secured Obligations of the Lien Grantor, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

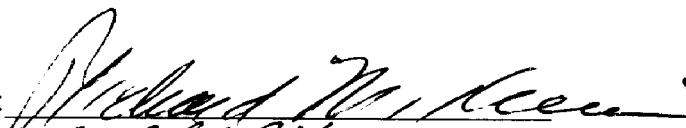
The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

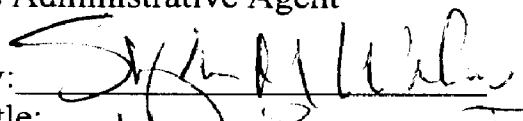
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security-Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of July, 1998.

RUCO POLYMER CORPORATION

By: 
Title: CHAIRMAN

Acknowledged:

MELLON BANK, N.A.
as Administrative Agent

By: 
Title: CEO PRESIDENT

STATE OF NY)
)
COUNTY OF NY) ss.:

I, Kathleen M. Pagan Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard M. Klein, Chairman of RUCO POLYMER CORPORATION (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 31 day of July, 1998.

[Seal]

Kathleen M. Pagan
Signature of notary public
My Commission expires 10/31/99

KATHLEEN M. PAGAN
Notary Public, State of New York
No. 43-4702641
Certified in Richmond County
Commission Expires 10/31/99

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to Trademark
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RUCO POLYMER CORPORATION

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(NY) 06961/532/SA/trade.sa.ruco.wpd