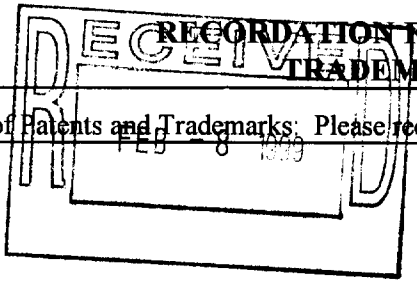


02-12-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK



100965069



TO: The Commissioner of Patents and Trademarks; Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

WRD
2-8-99

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Execution Date November 23, 1998
Month Date Year

Conveying Party

Mark if additional names of conveying parties attached

Name Bulk Molding Compounds, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name IPM, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Owens Corning Parkway

Address (line 2) Toledo, Ohio 43659

Address (line 3) _____

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

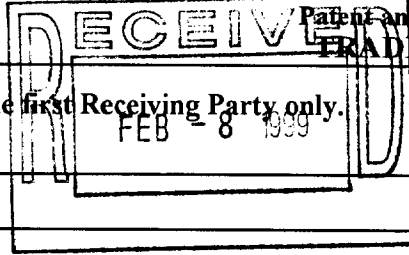
Citizenship/State of Incorporation/Organization Delaware

02/12/1999 DNGUYEN 00000078 584332

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 212-309-6777

Name Margo Intrator

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, New York 10178-0060

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

15

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers are attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75/244,327

Registration Number(s)

584,332
617,036
875,417

Number of Properties Enter the total number of properties involved. 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment: Enclosed x

Deposit Account _____

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes x No _____

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. Charges to deposit account are authorized, as indicated herein.

Margo Intrator
Name of Person Signing

Margo Intrator
Signature

12/1/98
Date Signed

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Item #1: Additional names of conveying party(ies):

Item #2: Additional names and addresses of receiving party(ies):

Owens Corning (a Delaware Corporation)
One Owens Corning Parkway
Toledo, Ohio 43659

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 1998 (as amended, modified or supplemented from time to time, this "Security Agreement"), is made by and between BULK MOLDING COMPOUNDS, INC., an Illinois corporation (the "Pledgor"), IPM, INC., a Delaware corporation (the "Lender") and OWENS CORNING, a Delaware corporation (Owens Corning collectively with the Lender, the "Secured Parties").

R E C I T A L S:

WHEREAS, the Pledgor, now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all right, title and interest of the Pledgor, now owned or hereafter acquired in and to any United States or foreign trademarks, service marks, and trade names, including any registration of any trademarks and service marks in the United States Patent and Trademark Office or the equivalent thereof in any foreign country, any application for a United States or foreign trademark now or hereafter made by the Pledgor with the United States Patent and Trademark Office or the equivalent thereof in any foreign country and any trade dress including logos and/or designs used by the Pledgor in the United States or any foreign country and any licenses with respect to any of the foregoing) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, the Pledgor is a party to the Security Agreement dated as of November 23 1, 1998, among the Pledgor and the Secured Parties (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), to which reference is made for definitions of capitalized terms used and not otherwise defined herein; and

WHEREAS, pursuant to the terms of the Security Agreement, the Pledgor has granted to the Secured Parties a security interest in all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill to secure the due and punctual payment of the Obligations.

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

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto:

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to promptly deliver updated copies of Schedule A and Schedule B to the Secured Parties after the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Secured Parties), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Secured Parties, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of the Secured Parties under the Security Agreement and this Trademark Security Agreement, in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any Person, firm, corporation or other entity shall do or perform any acts which either of the Secured Parties believes constitutes an infringement of any Trademark, or violates or infringes any right of the Pledgor or the Secured Parties therein or if any Person, firm, corporation or other entity shall do or perform any acts which either of the Secured Parties believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon 30 days' prior written notice to the Pledgor (or if an Event of Default is continuing, then without notice) the Secured Parties may and shall have the right to take such steps and institute such suits or proceedings as either of the Secured Parties may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason

thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Either of the Secured Parties may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Secured Parties hereby agree to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by either of the Secured Parties pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and 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.

This Trademark Security Agreement is made for collateral purposes only. At such time as the Security Agreement has been terminated in accordance with the provisions thereof the Secured Parties shall execute and deliver to the Pledgor, at the Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may reasonably be requested in order to terminate the security interest of the Secured Parties in the Trademark Collateral, subject to any disposition thereof which may have been made by the Secured Parties pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Security Agreement and the other Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.


THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed as of November 23, 1998.

PLEDGOR:

BULK MOLDING COMPOUNDS, INC.

By:  _____

Name:
Title:
1600 Powis Court
West Chicago, IL 60185
Attention: Larry E. Nunnery, Jr.
Telephone No. (630) 377-1067
Telecopy No. (630) 377-1185

SECURED PARTIES:

IPM, INC.

By:  _____

Chuck Dana, Vice President
One Owens Corning Parkway
Toledo, OH 43659
Attention: Chuck Dana
Telephone No. (630) 377-1065
Telecopy No. (630) 377-3795

with copies to:

Corporate Secretary
Fax No.: (419) 248-8445
and
Legal Department
Fax No.: (419) 248-1723

OWENS CORNING

By: Charles E. Dana
Chuck Dana, Vice President
One Owens Corning Parkway
Toledo, OH 43659
Attention: Chuck Dana
Telephone No. (630) 377-1065
Telecopy No. (630) 377-3795

with copies to:

Corporate Secretary
Fax No.: (419) 248-8445
and
Legal Department
Fax No.: (419) 248-1723

TRADEMARKS

*CYGLAS Trademarks are licensed for no more than 1 year.

<u>Trademark</u>	<u>Description</u>	<u>Current Application No.</u>	<u>Current App Date</u>	<u>Current Registration No.</u>	<u>Curr Reg D</u>	<u>Expires</u>
1. CYGLAS United States 00019538	SYN RESIN MOLDING COMP CLASSES: IN 1 LIC. INFO: REMARKS: ASSIGNED FROM ACCO TO CYTEC 3/1/94			875417	26AU1989	26AU2009
2. CYGLAS Mexico 00034830	ARTIFICIAL RAW RESINS & RAW PLASTIC MATERIAL, CL1 RAW PLASTIC MATERIAL RAW OR PARTLY PROCESSED, ASBESTOS, RUBBER, CL17 CLASSES: IN 1 IN 17 REMARKS: ASSG BY ACCO TO CYME-REC 10/17/83 NOTE: SEE CERTIFICATE, ADD'L CLASSES S/B DELETED AT RENEWAL, DISCUSS WITH ATTORNEY	128994	31AU1978	218540	31AU1993	31AU2003
3. CYGLAS Mexico 00035149	SYN RESIN MOLDING COMP CLASSES: IN 1 LIC. INFO: TLT660267 MEXI L 160C1978 REMARKS:	124650	18AP1978	219745	18AP1993	18AP2003
4. CYGLAS Taiwan 00036886	SYN RESINS MOLD COMPOUND CLASSES: NA 69 LIC. INFO: REMARKS:	(68)05236	02AP1979	118703	31JL1989	31JL1999

<u>Trademark</u>	<u>Description</u>	<u>Current Application No.</u>	<u>Current App Date</u>	<u>Current Registration No.</u>	<u>Curr Reg D</u>	<u>Expires</u>
5. CYGLAS IN CHIN CHAR Taiwan 0036885	NATURAL AND SYNTHETIC RESINS CLASSES: NA 69 LIC. INFO. REMARKS:	(68)05237	02AP1979	118704	31JL1989	31JL1999
6. CYGLAS IN CHIN CHAR Taiwan 00060076	POLYESTER RESINS COMPOUNDS CLASSES: IN 1 LIC. INFO: REMARKS: ASSOCIATE MARK EXPIRES CONCURRENTLY WITH PARENT CASE NO. 36885	83047957	20JL1994	685691	31JL1989	31JL1999
7. CYGLAS Venezuela 00051545	SYNTHETIC RESIN MOLDING COMPOUND THERMOSET COMPOSITES FOR MOLDING AUTOMOTIVE AND ELECTRICAL COMPONENTS CLASSES: NA 1 LIC. INFO: REMARKS:	3323-92	21FE1992			
8. CYGLAS LITE United States 00060301	SYNTHETIC RESINS: MOLDING COMPOUND FOR USE IN THE MANUFACTUR OF AUTOMOTIVE PARTS, PARTS FOR CONSUMER APPLIANCES AND ELECTRICAL PARTS CLASSES; IN 1 LIC. INFO: REMARKS:	75/244327	19FE1997			

<u>Trademark</u>	<u>Description</u>	<u>Current Application No.</u>	<u>Current App Date</u>	<u>Current Registration No.</u>	<u>Curr Reg D</u>	<u>Expires</u>
9. FIBERCORE United States 00044557	PLASTIC MOLDING COMPOUNDS CLASSES; IN 1 LIC. INFO: REMARKS: ASSIGNED TO ACCO BY FAYETTE R. PLUMB. ASSIGNED FROM ACCOT TO CYTEC 3/1/94			617036	06DE1995	06DE2005
10. GLASKYD United States 00021660	RESINOUS MOLDING COMPOSITIONS CLASSES: IN 1 LIC. INFO: REMARKS: ASSG BY GLASKYD INC 3/22/63. ASSIGNED FROM ACCO TO CYTEC 3/1/94			584332	05JA1994	05JA2004
11. GLASKYD Argentina 00021661	COMPOUNDS AND SYNTHETIC RESIN MOLDING COMPOSITIONS, AND GLASS FIBER REINFORCED ALKYLD MOLDING MATERIALS CLASSES: IN 1 LIC. INFO: REMARKS: ASSIGNED BY ACCO TO CYTEC			1643482	03SE1997	03SE2007
12. GLASKYD Brazil 00021662	GLASS FIBER REINFORCED ALKYD MOLDING MAT & COMP & SYN RESIN COMP & COMP CLASSES: NA 1.90 LIC. INFO: REMARKS: ASSIGNED BY ACCO TO CYTEC			4044606	25MY1990	25MY2000

<u>Trademark</u>	<u>Description</u>	<u>Current Application No.</u>	<u>Current App Date</u>	<u>Current Registration No.</u>	<u>Curr Reg D</u>	<u>Expires</u>
13. GLASKYD Great Britain 00021664	ALL GOODS IN CL CLASSES: IN 17 LIC. INFO: REMARKS:	17AUG1985	17AU1985	868182	17AU1985	17AU1999
14. GLASKYD Great Britain 00021664	ALL GOODS IN CL CLASSES: IN 17 LIC. INFO: REMARKS:		17AU1985	868182	17AU1985	17AU1999
15. GLASKYD Italy 00021665	CHEM PROD USED IN INDEBTEDNESS, SCI PHOTOG, AGR, HORT & FOR, FERT (NAT & ARTIF) FIRE EXT COMP, TEMP SUBS ETC CLASSES: IN 1 IN 21 LIC. INFO: REMARKS: SEINE REG 83618. RENEWAL OF PREVIOUS REG. NUMBER 433549		02OC1984 02OC1984	715293 715293	02OC1994 02OC1994	02OC2004 02OC2004
16. GLASKYD Spain 00021667	CAOUTCHOUC GUMS, RESINS, VARN, RUB, CARPETS, GUTTA PERCHA, PL MAT CHEM PROD FOR MANUF INDEBTEDNESS ETC CLASSES: IN 1 IN 2 IN 17 LIC. INFO: REMARKS: ASSIGNED BY ACCO TO CYTEC			456666	23JA1985	23JA2005
17. GLASKYD Switzerland 00021668	CHEM FOR USE IN INDEBTEDNESS, NAT & SYN RESINS, SYN RESIN MOLDING COMP 7 COMP, ETC CLASSES: IN 1 IN 2 LIC. INFO: REMARKS:		07OC1984	334988	08OC1984	08OC2004

TRADEMARK LICENSES

Pursuant to the Trademark License Agreement dated November ___, 1998 by and between Cytec Technology Corporation and Bulk Molding Compounds, Inc., Cytec Technology Corporation has granted a license to Bulk Molding Compounds to use the following trademarks:

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