

08-03-1999

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

8-2-99



101106462

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):

Inolex Investment Corp.  
Jackson & Swanson Streets  
Philadelphia, PA 19148

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State  
☐ 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: June 30, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal Address:

Street Address: 201 High Ridge Road

City: Stamford      State: CT      ZIP: 06927

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
(Designations must be a separate documents from assignment)

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

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

A. Trademark Application No.(s)

LEXAD 3/15/99

B. Trademark Registration No.(s)

1,062,552	1,063,692	1,067,507	1,175,640
531,352	917,943	1,062,553	1,062,554
1,067,028	1,067,508	1,067,509	1,542,185
1,712,883	2,098,343		

Additional numbers attached? ☐ Yes ☒ No

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

Name: Garrett Elias

Internal Address:

Street Address: Paul, Hastings, Janofsky & Walker  
1055 Washington Boulevard

City: Stamford      State: CT      ZIP: 06902

6. Total number of applications and registrations involved: ☐ 15

7. Total fee (37 CFR 3.41): \$ 390.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

08/03/1999 DNGUYEN 00000077 1062552

01 FC:481 40.00 OP  
02 FC:482 350.00 OP

DO NOT USE THIS SPACE

390E

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.

Garrett Elias

Name of Person Signing

Signature

7/17/99  
Date

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

☐ 18

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

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 1999 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by INOLEX CHEMICAL COMPANY, a Pennsylvania corporation ("Borrower"), and INOLEX INVESTMENT CORP., a Delaware corporation ("Subsidiary"); Borrower and Subsidiary shall hereinafter be individually referred to as "Grantor" and collectively as "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Subsidiary is a wholly-owned subsidiary of Borrower and as such will derive direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to Borrower pursuant to the Credit Agreement; and

WHEREAS, Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's

right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreements, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of

appropriate financing statements listed on Schedule I to the Security Agreements, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

Notwithstanding anything to the contrary, in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of Agent's or any Lender's security interest in any Grantor's Patents, Trademarks or Copyrights is governed by the laws of a jurisdiction other than the United States of America or a State or territory thereof, nothing contained herein shall be deemed to be a representation or warranty by Grantor as to the perfection or priority of the Lien created hereunder on such Collateral.

4. COVENANTS. Each Grantor covenants and agrees with Agent, on behalf of itself and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, in each case, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks or Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use,

affidavits of noncontestability and opposition and interference and cancellation proceedings, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

(e) At any time and from time to time, upon the written request of Agent and the sole expense of Grantors, each Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Agent may reasonably deem desirable to perfect its Lien hereunder in any Patents, Trademarks or Copyrights registered or applied for outside of the United States of America or any State or territory thereof unless such Grantor shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Borrower Security Agreement and the Subsidiary Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Borrower Security Agreement and the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any

payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.


7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INOLEX CHEMICAL COMPANY**

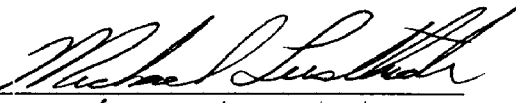
By:   
Name: Robert Paganelli  
Title: President

**INOLEX INVESTMENT CORP.**

By:   
Name: Robert Paganelli  
Title: President

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By:   
Name: Michael Lustbader  
Its: Duly Authorized Signatory

Stamford\139028

ACKNOWLEDGMENT OF GRANTORS

STATE OF CONNECTICUT)

ss. Stamford

COUNTY OF FAIRFIELD )

On this 30<sup>th</sup> day of June, 1999 before me personally appeared Robert E. Paganelli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INOLEX CHEMICAL COMPANY, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melissa Lopez

Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

ss. Stamford

COUNTY OF FAIRFIELD )

On this 30<sup>th</sup> day of June, 1999 before me personally appeared Robert E. Paganelli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INOLEX INVESTMENT CORP., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melissa Lopez

Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

Stamford\139028

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

See Attached.

II. PATENT APPLICATIONS

See Attached.

III. PATENT LICENSES

Patent License Agreement between Inolex Investment Corp. and Inolex Chemical Company.

**INOLEX INVESTMENT CORPORATION****US PATENTS**

<b>PATENT NO.</b>	<b>ISSUE DATE</b>	<b>TITLE</b>
5,880,250	3/9/99	POLYMERIC ACID FUNCTIONAL POLYOLS, POLYURETHANES AND METHODS FOR MAKING SAME
5,833,961	11/10/98	POLYESTER-BASED SUNSCREEN FORMULATIONS

**INOLEX CHEMICAL COMPANY****US PATENTS**

<b>PATENT NO.</b>	<b>ISSUE DATE</b>	<b>TITLE</b>
4,978,526	12/18/90	HAIR AND SKIN CONDITIONING AGENTS AND METHODS
4,246,131	01/20/81	LOW-IRRITANT SURFACTANT COMPOSTION
4,229,429	10/21/80	PROCESS FOR PREPARING ALCOHOL-SOLUBLE CONDENSATES, ETC.
4,225,622	09/30/80	PROTEIN HYDROLYSIS PRODUCTS FROM LIMED SPLITS
4,137,191	01/30/79	LOW-IRRITANT SURFACTANT COMPOSTION
4,128,543	12/05/78	PROCESS FOR PREPARING ALCOHOL SOLUBLE CONDENSATES OF ABIETIC ACID AND A PROTEIN HYDROLYZATE
3,954,725	05/04/76	ALCOHOL SOLUBLE PROTEIN REACTION PRODUCTS

# U.S. PATENTS

PATENT NO.	ISSUE DATE	TITLE
3301692	01/31/67	PROCESS OF TREATING PROTEINS AND THE PRODUCT THEREOF (C-COMM'1)
3308113	03/07/67	METHOD OF PREPARING PROTEINACEOUS FOOD MATERIAL BY TREATING COLLAGENEOUS MATERIAL WITH AQUEOUS SULFITE SOLUTION AND ADDING TO THE RESULTANT PROTEINACEOUS MATERIAL A PEROXIDE (C-COMM'L)
3294564	12/27/66	PROCESS OF REACTING BLOOD PROTEINS WITH GLUTARALDEHYDE AND THE PRODUCT THEREOF
3475404	10/28/69	METHOD OF PREPARING PROTEINACEOUS MATERIAL WHICH COMPRISES HEATING AN AQUEOUS SOLUTION OF COLLAGEN-CONTAINING MATERIAL AT A TEMPERATURE IN THE RANGE OF 250 F-350 F. AND THEN TREATING THE SOLUTION WITH ANION EXCHANGE RESINS (C-COMM'1)
3592853	07/13/71	PROCESS FOR MANUFACTURE OF AMINES (C-COMM'L)
3683939	08/15/72	PROTEINACEOUS COSMETIC MATERIAL FOR HAIR CONDITIONING (C-COMM'L)
3738913	06/12/73	METHOD OF PREPARING POLYPEPTIDES (C-COMM'L)

PATENT NO.	ISSUE DATE	TITLE
4129543	12/12/78	THERMOSETTING MOLDING RESIN COMPOSITIONS
3738913	06/12/73	METHOD OF PREPARING POLYPEPTIDES (C-COMM'L)
3301692	01/31/67	PROCESS OF TREATING PROTEINS AND THE PRODUCT THEREOF (C-COMM'1)
3294564	12/27/66	PROCESS OF REACTING BLOOD PROTEINS WITH GLUTARALDEHYDE AND THE PRODUCT THEREOF
3308113	03/07/67	METHOD OF PREPARING PROTEINACEOUS FOOD MATERIAL BY TREATING COLLAGENEOUS MATERIAL WITH AQUEOUS SULFITE SOLUTION AND ADDING TO THE RESULTANT PROTEINACEOUS MATERIAL A PEROXIDE (C-COMM'L)

**INOLEX INVESTMENT CORPORATION**  
**US PATENT APPLICATIONS**

<b>APPLN. NO.</b>	<b>TITLE</b>
09/012,995	COMPOSITIONS AND METHODS FOR IMPROVING THE PERFORMANCE OF CHEMICAL EXFOLIATING AGENTS, SUNLESS TANNING AGENTS, SKIN LIGHTENING AGENTS AND INSECT REPELLENTS
09/294,156	POLYURETHANE FOAM CELL OPENING AGENTS AND METHODS FOR MAKING FOAM USING THE SAME

**INOLEX CHEMICAL COMPANY**  
**FOREIGN PATENT APPLICATIONS**

<b>COUNTRY</b>	<b>APPLN. NO.</b>	<b>FILING DATE</b>	<b>TITLE</b>
CANADA	611,388	09/14/89	HAIR AND SKIN CONDITIONING AGENTS AND METHODS
EPO	89910268.5	09/08/89	HAIR AND SKIN CONDITIONING AGENTS AND METHODS

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

See Attached.

II. TRADEMARK APPLICATIONS

See Attached.

III. TRADEMARK LICENSES

License Agreement dated as of February 12, 1993 between Inolex Investment Corp. and Inolex Chemical Company.

U.S. TRADEMARKS  
INOLEX CHEMICAL COMPANY

MARK	REG. NO.	REG. DATE
INOLEX (C1.1)	1,011,975	06/03/75

U.S. TRADEMARKS  
INOLEX INVESTMENT CORP.

MARK	REG. NO.	REG. DATE
LEXEMUL	1,062,552	04/05/77
LEXOLUBE	1,063,692	04/19/77
LEXOL	1,067,507	06/14/77
LEXOREZ	1,175,640	11/03/81
MAYPON	531,352	10/03/50
SUPER - PRO	917,943	08/10/71
LEXGARD	1,062,553	04/05/77
LEXEIN	1,062,554	04/05/77
LEXAMINE	1,067,028	06/07/77
LEXATE	1,067,508	06/14/77
LEXAINE	1,067,509	06/14/77
LEXQUAT	1,542,185	06/06/89
POLYPEPTIDE 37	1,712,883	09/02/92
LEXALT	2,098,343	09/16/97

U.S. TRADEMARKS APPLICATIONS  
INOLEX INVESTMENT CORP.

MARK	APPLICATION DATE
LEXAD	03/15/99

**FOREIGN TRADEMARKS**  
**INOLEX CHEMICAL COMPANY**

COUNTRY	MARK	REG. NO.	REG. DATE
AUSTRALIA	INOLEX (C1.1)	A278,522	05/20/74
AUSTRALIA	INOLEX (C1.5)	A278,523	5/20/74
BENELUX	POLYPEPTIDE 37	377,013	06/22/82
BENELUX	SUPER-PRO	314,838	12/19/82
CANADA	INOLEX	208,299	07/18/75
CANADA	MAYPON	159,143	07/14/83
CANADA	SUPER-PRO	205,303	02/14/75
COLUMBIA	INOLEX (C1.1)	103,519	12/14/82
COLUMBIA	INOLEX (C1.5)	101,800	12/14/82
FRANCE	INOLEX (Cls. 1 & 5) (formerly Reg. No. 901,026)	1,269,368	04/10/84
FRANCE	MAYPON (formerly Reg. No. 1,023,173)	1,465,741	07/19/77
FRANCE	SUPER-PRO	1,185,944	08/10/81
FRANCE	POLYPEPTIDE 37	1,181,207	09/11/81
GREAT BRITAIN	MAYPON	912,214	07/19/88
GERMANY	SUPER-PRO	932,819	08/19/85
ITALY	INOLEX	696,850	04/28/77
SPAIN	INOLEX	754,150	06/30/77
SWITZERLAND	INOLEX(C1.1 & 5)	271,504	06/25/74
UNITED KINGDOM	INOLEX	1,029,449	05/14/74
UNITED KINGDOM	INOLEX	1,029,450	05/14/74
UNITED KINGDOM	MAYPON	912,214	07/19/74

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

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