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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Nyacol Products Inc.
Megunco Road, P.O. Box 349
Ashland, MA 01721

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

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

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

Name: Keybank National Association

Internal Address: _____

Street Address: 5915 Landerbrook Drive

City: Mayfield Heights State: Ohio ZIP: 44124

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

3. Nature of conveyance:

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

Execution Date: October 13, 1999

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

(Designations must be a separate document from

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

994,497

Additional numbers

☐ Yes ☒ No

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

Name: Robert H. Earp, III

Benesch, Friedlander, Coplan & Aronoff

Internal Address: _____

Street Address: 2300 BP America Building

200 Public Square

City: Cleveland State: OH ZIP: 44114

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

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

02-2051

(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.

Robert H. Earp, III

Name of Person Signing

Robert H. Earp, III
Signature

November 24, 1999

Date

Total number of pages including cover sheet, attachments, and

13

TRADEMARK
REEL: 002001 FRAME: 0763

12/21/1999 11:01:01
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**CONTINGENT PATENT,
TRADEMARK AND LICENSE ASSIGNMENT**

1. RECITALS.

Concurrently herewith, KEYBANK NATIONAL ASSOCIATION, ("Bank") is entering into a Credit and Security Agreement, as defined herein, with NYACOL PRODUCTS, INC., a Delaware corporation ("Borrower").

Borrower understands that Bank is willing to enter into the Credit and Security Agreement between Borrower and Bank (as it may be amended, restated or otherwise modified, the "Credit and Security Agreement"), only upon certain terms and conditions, one of which is that Borrower execute and deliver this Assignment to Bank in consideration of Bank entering into the Credit and Security Agreement and for other valuable consideration.

2. DEFINITIONS. As used herein, the following terms shall have the following meanings:

2.1. "Licenses" shall mean, collectively, all of Borrower's right, title and interest in and to all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed license agreements with any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule A attached hereto, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses.

2.2. "Patents" shall mean, collectively, all of Borrower's right, title and interest in and to all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule B attached hereto, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

2.3. "Trademarks" shall mean, collectively, all of Borrower's right, title and interest in and to all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule C attached hereto, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or

future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

Except as specifically defined herein, all terms used herein which are defined in the Credit and Security Agreement shall have their respective meanings ascribed to them in the Credit and Security Agreement.

3. **ASSIGNMENT OF PATENTS AND LICENSES.** To secure the complete and timely satisfaction of all of the Debt, Borrower hereby grants, assigns and conveys to Bank all of the Patents and Licenses.

4. **SECURITY INTEREST IN TRADEMARK AND GOODWILL.** To secure the complete and timely satisfaction of all of the Debt, Borrower hereby grants and conveys to Bank a lien and security interest in all of the Trademarks and the goodwill of Borrower's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

5. **RESTRICTIONS ON FUTURE ASSIGNMENTS.** Borrower agrees that until the Debt shall have been satisfied in full and the Credit and Security Agreement shall have been terminated, Borrower will not, without Bank's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses and Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Bank under this Assignment.

6. **NEW PATENTS, TRADEMARKS, AND LICENSES.** Borrower represents and warrants that the Licenses, Patents and Trademarks listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Borrower. If, before the Debt shall have been satisfied in full, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Borrower shall give to Bank prompt written notice thereof. Borrower hereby authorizes Bank as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, above or under this Section 6 and to file or refile this Assignment with the United States Patent and Trademark Office.

7. **REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Bank that:

7.1. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

7.2. Each of the Patents and Trademarks is valid and enforceable.

7.3. Borrower is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms.

7.4. This Assignment does not violate and is not in contravention of any other agreement to which Borrower is a party or any judgment or decree by which Borrower is bound and does not require any consent under any other agreement to which Borrower is a party or by which Borrower is bound. Borrower hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Bank as assignee of Borrower's entire interest.

7.5. There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons.

7.6. The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

8. **ROYALTIES; TERMS.** Borrower hereby agrees that the use by Bank of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Bank to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Debt has been paid in full and the Credit and Security Agreement has been terminated.

9. **GRANT OF LICENSE TO BORROWER.** Unless and until an Event of Default shall have occurred, Bank hereby grants to Borrower a nontransferable right and license to use the Trademarks, to exercise Bank's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Borrower's own benefit and account and for none other. Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Borrower in this Section 9, without the prior written consent of Bank. After the occurrence of an Event of Default, Borrower's license with respect to Patents, Trademarks and Licenses as set forth in this Section 9 shall terminate, and Bank shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the

Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Bank's chief executive office.

10. **REASSIGNMENT TO BORROWER.** Upon payment in full of the Debt and termination of the Credit and Security Agreement, Bank shall execute and deliver to Borrower all assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to the Credit and Security Agreement.

11. **DUTIES OF BORROWER.** Borrower shall have the duty to (a) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Debt shall have been paid in full, (b) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (c) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the prior written consent of Bank.

12. **FINANCING STATEMENTS; DOCUMENTS.** At the request of Bank, Borrower shall join with Bank in executing one or more financing statements pursuant to the Ohio version of the Uniform Commercial Code in form satisfactory to Bank and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Bank. Borrower shall execute and deliver to Bank from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Bank may require for the purpose of confirming Bank's interest in the Patents, Trademarks and Licenses.

13. **BANK'S RIGHT TO SUE.** Bank shall have the same rights, if any, as Borrower has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Borrower shall promptly, upon demand and as a part of the Debt, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 13.

14. **WAIVERS.** No course of dealing between Borrower and Bank nor any failure to exercise nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit and Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. **SEVERABILITY.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

16. **MODIFICATION.** This Assignment cannot be altered, amended or modified in any way, except as specifically set forth in Section 6 hereof or by a writing signed by the parties hereto.

17. **CUMULATIVE REMEDIES; EFFECT ON THE CREDIT AND SECURITY AGREEMENT.** All of Bank's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit and Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit and Security Agreement but rather is intended to facilitate the exercise of such rights and remedies.

18. **BINDING EFFECT; BENEFITS.** This Assignment shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Bank, its successors and assigns. This Assignment shall not be assigned by Borrower without the prior written consent of Bank.

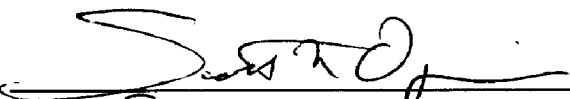
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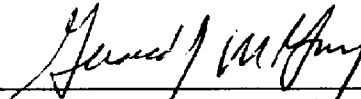
19. GOVERNING LAW. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio, without regard to principles of conflicts of laws.

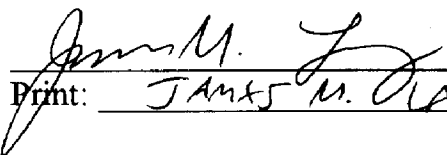
IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Borrower, has executed this Assignment as of the ____ day of October, 1999.

WITNESS:

NYACOL PRODUCTS, INC.



Print: SCOTT N. O'NEIL

By: 
Title: SENIOR TREASURER


Print: JAMES M. O'NEIL

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 13th day of October, 1999, by Gerald J. McGary, the Sen. Treas. of NYACOL PRODUCTS, INC., a Delaware corporation, on behalf of the corporation.


Notary Public

My Commission Expires: _____

THOMAS W. OSTROWSKI, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

SCHEDULE A

LICENSES

1. Heads of Agreement, dated on or about April 3, 1987, between Laurel Industries, Inc. and Nyacol. Laurel granted a non-exclusive license to Nyacol to produce, use and sell to Flame Retardant Markets, products using Laurel's specified patent and made from Laurel's Fireshield Antimony Trioxide "H" Grade.
2. Trademark License Agreement, effective December 31, 1994, between Nyacol and Eka Nobel, Inc. Nyacol granted a royalty-free exclusive perpetual license to Eka to use the "Nyacol" trademark (U. S. trademark registration 994,497) in connection with the sale of inorganic colloidal silica sol products ("Products") worldwide, except in Taiwan, China (PRC), Australia, New Zealand, Asia and the Pacific Rim (i.e., where ACC is licensed to use Nyacol trademark)

SCHEDULE B**PATENTS**

<u>Patent Number</u>	<u>Issued</u>	<u>Subject</u>
4,351,741	9/28/1982	Method of Preparing Antimony Pentoxide, Colloids Thereof and Their Preparation; Oxidation of Antimony Sulfides, and Precipitation with an Inorganic Acid
4,360,450	11/23/1982	Colloidal Aqueous Dispersion of an Alkali Metal Polyantimonate and a Process of Making Said...
4,741,865	5/3/1988	Improved Flameproofing Composition
5,158,705	10/27/1992	Method for Preparing Tin Oxide Sols and Sols Prepared Thereby
5,182,048	1/26/1993	Colloidal Antimony Pentoxide Powders and Method of Making; Flame Retardants; Mixtures of Antimony Pentoxide, Phosphoric Acid and an Ethoxylated Fatty Acid
5,306,742	4/26/1994	Sb ₂ O ₃ /Sb ₂ O ₅ Flame Retardant Dispersion; A Colloid Has Antimony Pentoxide Particle; Stability, Side Effect Inhibition
5,409,980	4/25/1995	Flame Retardant Compositions*
5,626,975	5/6/1997	Electrically Conductive Transparent Doped Tin Oxide Films; Antistatic Window Coating from Tin Oxide Colloid Stabilized with Ammonium Ions and Doped with Antimony
5,759,697	6/2/1998	Electrically Conductive Transparent Doped Tin Oxide Films
5,800,740	9/1/1998	Antimony Pentoxide Dispersions and Method of Making; Fireproofing
5,836,967	1/26/1999	Stabilized and Flame-Retardant PVC Resins; Heat Resistant Stabilizer Using Antimony Compounds

*Maintenance Fee Due November 3, 1999.

U.S. PATENT APPLICATIONS

<u>S.N.</u>	<u>Filed</u>	<u>Subject</u>
08/814608	3/10/1997	Dispersable Sb ₂ O ₅ for ABS
08/926091	9/2/1997	ZTA as PVC Heat Stabilizer
09/010049	6/19/1998	Sb ₂ O ₃ for Modacrylic Fiber (Div of 08/738076, now issued)
09/064982	4/22/1998	Transparent Conductive Tin Oxide Sols

FOREIGN PATENTS

<u>Patent</u>	<u>Country/Subject/Corresponding US Patent</u>
0 535 745	Belgium, France, Germany, UK, Netherlands, Italy, Sweden, Switzerland Colloidal Antimony Pentoxide Powders and Method of Making; Flame Retardants; Mixtures of Antimony Pentoxide, Phosphoric Acid and an Ethoxylated Fatty Acid Corresponds to US Patent 5,182,148.
2079151	Canada Colloidal Antimony Pentoxide Powders and Method of Making; Flame Retardants; Mixtures of Antimony Pentoxide, Phosphoric Acid and an Ethoxylated Fatty Acid Corresponds to US Patent 5,182,048.
256849/92	Japan Colloidal Antimony Pentoxide Powders and Method of Making; Flame Retardants; Mixtures of Antimony Pentoxide, Phosphoric Acid and an Ethoxylated Fatty Acid Corresponds to US Patent 5,182,048.
0 163 254	France, Germany, UK, Italy Improved Flameproofing Composition Corresponds to US Patent 4,741,865

FOREIGN PATENT APPLICATIONS

<u>S.N.</u>	<u>Country/Subject/Corresponding US Patent</u>
20593	Republic of China (Taiwan) Improved Flameproofing Composition Corresponds to US Patent 4,741,865.
523694/95	Japan Colloidal Zinc Oxide No corresponding US case.
705003/95	Republic of Korea Colloidal Zinc Oxide No corresponding US case.

9504714 Mexico
Colloidal Zinc Oxide
No corresponding US case.

5508660 Japan
Flame Retardant Composition*
Corresponds to US Patent 5,409,980.

702014/93 Republic of Korea
Flame Retardant Composition
Corresponds to US Patent 5,409,980.

23559/95 Japan
Electrically Conductive Transparent Doped Tin Oxide Films; Antistatic
Window Coating from Tin Oxide Colloid Stabilized with Ammonium Ions and
Doped with Antimony
Corresponds to US Patent 5,626,975.

2142418 Canada
Electrically Conductive Transparent Doped Tin Oxide Films; Antistatic
Window Coating from Tin Oxide Colloid Stabilized with Ammonium Ions and
Doped with Antimony
Corresponds to US Patent 5,626,975.

*Request for Examination due November 3, 1999.

PENDING APPLICATIONS

<u>NUMBER</u>	<u>STATUS</u>	<u>INVENTOR</u>	<u>ASSIGNEE</u>	<u>DESCRIPTION</u>
08/814608	on appeal	Nehring	Nyacol Products Inc.	Dispersible Sb ₂ O ₅ for ABS
08/926091	on appeal	Catone	Nyacol Products Inc.	ZTA as PVC heat stabilizer
09/10049	pending	Catone	Nyacol Products Inc.	Sb ₂ O ₅ for modacrylic fiber
09/064982	pending	Swank	Nyacol Products Inc.	Transparent conductive tin oxide sols

SCHEDULE C

TRADEMARKS AND TRADENAMES

<u>Country</u>	<u>Registration Number</u>	<u>Registrant</u>
US	994,497	Nyacol Products, Inc.
Austria	130,393	PQ Corporation**
Benelux*	471,570	PQ Corporation**
Denmark	5475/91	PQ Corporation**
France*	1,560,615	PQ Corporation**
UK	1,405,356	PQ Corporation**
Italy	573,526	PQ Corporation**
Norway	177001	PQ Corporation**
Sweden	242,688	PQ Corporation**
Switzerland	377,242	PQ Corporation**
Germany*	2102172	PQ Corporation**
Taiwan	424660	PQ Corporation**

*Renewals due in November 1999.

** Name of Registrant will be changed to Borrower post-closing.