

03-27-2000

MRD
2-23-00



101300092

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
12 17 99

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
12 17 99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

03/24/2000 NGUYEN 00000490 946585

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 775.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002039 FRAME: 0466

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="946585"/>	<input type="text" value="946592"/>	<input type="text" value="946594"/>
<input type="text" value="946598"/>	<input type="text" value="1252623"/>	<input type="text" value="419754"/>
<input type="text" value="1188294"/>	<input type="text" value="959163"/>	<input type="text" value="949176"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

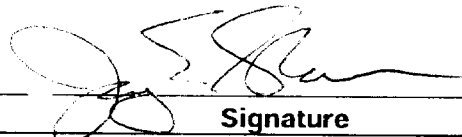
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes 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.

Jay E. Sloman
Name of Person Signing



Signature

2/23/00
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

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Enter Additional Receiving Party

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946588	1080704	1003680
1031128	946602	946597
1002438	946599	952323
680612	1919134	724366
945005	780113	980761
684269	1526341	1325246

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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1588454	1593727	<input type="text"/>
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**TRADEMARK AND PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK AND PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of December 17, 1999 executed and delivered by Yorkshire Americas, Inc., a corporation organized under the laws of South Carolina, with its principal place of business and chief executive office located at 720 Worley Road, P.O. Box 1926, Greenville, South Carolina 29602 (the "Debtor"), in favor of HSBC Investment Bank plc as security agent and trustee (pursuant to an Intercreditor Deed dated on or about the date hereof by and among, inter alios, Yorkshire Group plc and certain of its subsidiaries, HSBC Bank plc and HSBC Investment Bank plc) for itself and the Beneficiaries defined therein, under the Facility Agreement (defined below) with an office located at Vinters Place, 68 Upper Thames Street, London, EC4V 3BJ, England (the "Agent");

WHEREAS, Yorkshire Group, plc, a public limited company existing under the laws of England and Wales (the "Parent"), Yorkshire Industries Limited, a company limited by shares existing under the laws of England and Wales, Yorkshire Chemicals plc, a public limited company existing under the laws of England and Wales, Yorkshire Limited, a company limited by shares existing under the laws of England and Wales (collectively the "Borrowers") and the Agent have entered into that certain Term Loan and Multicurrency Revolving Credit Facility Agreement dated as of November 29, 1999 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Facility Agreement") pursuant to which the Agent has agreed to extend certain financial accommodations to the Borrowers subject to the terms thereof;

WHEREAS, a condition precedent to the Agent's extension of such financial accommodations under the Facility Agreement is that the Debtor guarantee full payment and performance of the Obligations of each Borrower under the Facility Agreement pursuant to that certain Guaranty Agreement dated as of the date hereof and made by the Debtor in favor of the Agent (the "Guaranty");

WHEREAS, the Debtor and the Agent have entered into that certain security agreement dated as of the date hereof (the "Security Agreement") pursuant to which the Debtor, in order to secure the prompt and complete payment, observance and performance, when due (whether at stated maturity, by acceleration or otherwise) of all Obligations, has collaterally assigned and pledged to the Secured Party, and granted to the Secured Party a security interest an lien in and to, the Collateral (as defined in the Security Agreement); and

WHEREAS, it is a condition precedent to the Secured Party's extension of such financial accommodations under the Facility Agreement that the Debtor execute and deliver this Agreement.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby agrees with the Agent as follows:

Section 1. Security Interest in Trademarks. Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Debtor hereby conditionally assigns to the Agent, and grants to the Agent, a security interest in, with power of sale to the extent permitted by Applicable Law, all of the Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"): (a) all trademarks, trademark applications, service marks, and service mark applications, including without limitation, the registered trademarks, trademark applications, service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; (b) the goodwill of the Debtor's business connected with and symbolized by the Trademark Collateral; and (c) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 2. Security Interest In Patents. Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Debtor hereby conditionally assigns to the Agent, and grants to the Agent, a security interest in, with power of sale to the extent permitted by Applicable Law, all of the Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Patent Collateral" and together with the Trademark Collateral, the "Collateral"): (a) all patents and patent applications, including without limitation, the registered patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; and (b) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 3. Effective Date of Conditional Assignment. Upon a Default or Event of Default, the Debtor hereby acknowledges and agrees that the conditional assignment of the Collateral effected hereby shall automatically occur and be effective, without any action necessary on the part of, or any notice to or consent from, the Debtor, the Agent or

any other Person, simultaneously with any foreclosure on, or transfer or other conveyance of, any of the Collateral by or to the Agent, or otherwise as a result of or in lieu of the exercise of the Agent's rights and remedies under the Facility Agreement or Applicable Law.

Section 4. Restrictions on Future Agreements. Except as permitted by the Facility Agreement, the Debtor shall not enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in any of the Collateral to any Person outside the ordinary course of its business, except that so long as no Default or Event of Default has occurred and is continuing, the Debtor may enter into license or royalty agreements with respect to the Collateral. The Debtor will not take any action or fail to take any action, and will use its best efforts to prevent any action by any Person, which would adversely affect the validity or enforceability of the rights transferred to the Agent under this Agreement or the rights associated with any of the Collateral.

Section 5. New Collateral. The Debtor represents and warrants that Schedules 1 and 2 are true, correct and complete listings of all of the trademarks, trademark applications, service marks, service mark applications, patents, patent applications, patent rights and licenses of the Debtor. If, prior to the termination of this Agreement, any Debtor shall obtain rights to any other trademarks, trademark applications, service marks, service mark applications, patents, patent applications or other property which constitutes or would constitute Collateral, or Debtor shall register any Collateral with the United States Patent and Trademark Office ("USPTO") which Collateral is not so registered as of the date hereof, Debtor shall promptly so notify the Agent in writing. Upon such occurrence, the Debtor shall, at the request of the Agent and at the Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Agent may request to subject such other trademarks, trademark applications, service marks, service mark applications, patents, patent applications or other property to the conditional assignment and security interest effected hereby and/or to perfect such conditional assignment and security interest.

Section 6. Representations. The Debtor represents and warrants to the Agent that:

(a) Each trademark, trademark application, service mark and service mark application constituting part of the Trademark Collateral is subsisting and no such trademark, trademark application, service mark or service mark application has been adjudged invalid or unenforceable in whole or in part;

(b) The Trademark Collateral (other than any trademark or service mark application) is (and, to the knowledge of the Debtor, any trademark or service mark application of the Debtor is) valid and enforceable and no claim has been made that the use of any of the Trademark Collateral infringes upon the rights of any Person;

(c) The Debtor (i) is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all of the Trademark Collateral (other than any trademark or service mark application), free and clear of any Liens, and (ii) to the knowledge of the Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark Collateral consisting of any trademark or service mark application, free and clear of any Liens;

(d) Each patent and patent application constituting part of the Patent Collateral is subsisting and no such patent or patent application has been adjudged invalid or unenforceable in whole or in part;

(e) To the knowledge of the Debtor, the Patent Collateral (other than any patent application) is (and, to the knowledge of the Debtor, any patent application of the Debtor is) valid and enforceable and no claim has been made that the use of any of the Patent Collateral infringes upon the rights of any Person;

(f) The Debtor (i) is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all of the Patent Collateral (other than any patent application), free and clear of any Liens, and (ii) to the knowledge of the Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Patent Collateral consisting of any patent application, free and clear of any Liens;

(g) Schedule 6 hereof sets forth all license and royalty agreements or other arrangements regarding or in any way relating to any Collateral (the "License Agreements") and no item set forth on Schedule 6 hereof prohibits or limits the Debtor in any way from granting to the Agent the conditional assignment and security interest effected by this Agreement.

Section 7. Royalties; No Liability. The Agent's interest in the Collateral as granted and authorized by the Debtor hereunder shall be coextensive with the Debtor's interest in the Collateral and shall not create any liability for the payment of royalties or other charges from the Agent to the Debtor. Notwithstanding any other provision of this Agreement to the contrary, the Debtor expressly acknowledges and agrees that it shall continue to observe and perform all of the conditions and obligations contained in the License Agreements to be observed and performed by it, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Agent to be under any obligation or liability in any respect whatsoever to any party to any License Agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 8. Right to Inspect. The Agent (by any of its officers, employees or agents) shall have the right, to the extent that the exercise of such right shall be within the control of the Debtor, at any time or times on reasonable notice and during normal business hours: (i) to inspect the Collateral, all files relating thereto and the premises upon which any of the Collateral is located, (ii) to discuss the Debtor's affairs and finances, insofar as the same are reasonably related to the rights of the Agent hereunder

with any Person, to verify the amount, quantity, value and condition of, or any other matter relating to, any of the Collateral, (iii) to review, audit and make extracts from all records and files related to any of the Collateral, and (iv) after the occurrence and during the continuance of an Event of Default, the Debtor agrees that the Agent shall have the right to take any and all actions to preserve the Collateral and any and all infringements thereon.

Section 9. Termination of Collateral Assignment and Security Interest. This Agreement is made for collateral security purposes only. Upon the indefeasible payment in full of all of the Obligations, this Agreement shall terminate and the Agent shall execute and deliver to the Debtor, at the Debtor's sole cost and expense, all termination statements and other instruments as the Debtor may reasonably request to terminate the Agent's security interest in, and conditional assignment of, the Collateral. Any affidavit, certificate or other written statement of any officer of the Agent stating that any part of the Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 10. Additional Obligations of the Debtor. (a) Debtor shall take all reasonable and necessary action to preserve and maintain all of the Debtor's rights in the Collateral, including without limitation, making timely filings with the USPTO for renewals and extensions and diligently monitoring unauthorized use of the Collateral except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a material adverse effect. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

(b) Debtor shall notify the Agent promptly if the Debtor knows that any application or registration relating to any Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO or any court) regarding the Debtor's ownership of or the Agent's interest in, any Collateral, their right to register the same, or their right to keep and maintain the same.

(c) Debtor will at the Debtor's sole cost and expense, take or cause to be taken all necessary steps and actions, including without limitation, in any proceeding before the USPTO or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to use its best efforts to obtain the relevant registration) and to maintain the Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a material adverse effect.

(d) If any of the Collateral is infringed by any Person, the Debtor shall notify the Agent promptly after the Debtor learns thereof. At the Agent's request, if such infringement would be reasonably likely to have a material adverse effect, and at the Debtor's sole cost and expense, the Debtor shall promptly bring any claim for

infringement and for recovery of any and all damages for such infringement (with counsel acceptable to the Agent, if counsel is necessary), or take such other actions as shall be appropriate under the circumstances to protect such Collateral.

Section 11. Agent Appointed Attorney-in-Fact. The Debtor hereby irrevocably appoints the Agent the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time upon the occurrence and during the continuance of an Event of Default in the Agent's discretion to take any action and to execute any instrument or document which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Agent may have under this Agreement or Applicable Law, including, without limitation: (i) to obtain and adjust insurance required to be maintained pursuant to Section 5(e) hereof; (ii) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral including any Receivable; (iii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) or (ii) above; (iv) to sell or assign any Receivable upon such terms, for such amount and at such time or times as the Agent deems advisable, to settle, adjust, compromise, extend or renew any Receivable or to discharge and release any Receivable; and (v) to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent with respect to any of the Collateral. The power-of-attorney granted hereby shall be irrevocable so long as this Agreement is in effect and coupled with an interest.

Section 12. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral. The Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Agent accords its own property; it being understood that the Agent shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Debtor and shall be added to the Obligations.

Section 13. Right to Sue. If an Event of Default has occurred and is continuing, the Agent shall have the right, but not the obligation, to bring suit in its own name or in the name of Debtor to enforce any rights pertaining to the Collateral and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent and at the sole cost and expense of Debtor, cooperate fully to the extent requested by the Agent in aid of such enforcement. Debtor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of such enforcement

(including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 14. Exercise of Rights and Remedies upon an Event of Default. In addition to the right set forth in Section 13 hereof, if an Event of Default shall have occurred, the Agent may exercise any and all the rights and remedies as set forth in the Security Agreement.

Section 15. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied by the Agent in the order provided for in the Security Agreement.

Section 16. Rights Cumulative. The rights and remedies of the Agent under this Agreement, the Facility Agreement and each other document or instrument evidencing or securing the Obligations shall be cumulative and not exclusive of any rights or remedies which it would otherwise have, including, but not limited to, those rights afforded by the Uniform Commercial Code and other Applicable Laws. In exercising its rights and remedies the Agent may be selective and no failure or delay by the Agent in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

Section 17. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 18. Notices. All notices shall be given and shall be deemed effective in accordance with the notice provisions contained in the Security Agreement.

Section 19. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until indefeasible payment in full of the Obligations, (ii) be binding upon the Debtor, its successors and assigns and (iii) inure the benefit of the Agent, and its successors and assigns. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefore.

Section 20. Applicable Law; Severability. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 21. Waiver of Notice, Bond and Other Laws. DEBTOR WAIVES (a) ANY NOTICE PRIOR TO THE TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE AGENT TO EXERCISE ANY OF THE AGENT'S REMEDIES SET FORTH HEREIN AND (b) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS.

Section 22. Security Interest Absolute. All rights of the Agent hereunder, the grant of a security interest in the Collateral and all obligations of the Debtor hereunder, shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Facility Agreement, or any other agreement or instrument relating thereto, (b) any change in the time, manner or place of the payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the terms of the Facility Agreement, (c) any exchange, release or nonperfection of any other collateral securing all or any part of any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Debtor in respect of the Obligations or in respect of this Agreement.

Section 23. Indemnification. The Debtor agrees to indemnify the Agent, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out of any action taken by the Agent pursuant to the terms of this Agreement, *provided, however,* that the Debtor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Agent's gross negligence or willful misconduct occurring after the Agent has accelerated the Obligations and foreclosed on the Collateral. Without limiting the generality of the foregoing, the Debtor agrees to reimburse the Agent promptly upon demand for any out-of-pocket expenses (including counsel fees and expenses of the counsel(s) of the Agent's own choosing) incurred by the Agent in connection with the preparation, execution, administration, or enforcement of, or legal advice with respect to the rights or responsibilities of the parties under, this Agreement, any suit or action brought by the Agent to enforce the terms of this Agreement, any "lender liability" suit or claim brought against the Agent. Such out-of-pocket expenses (including counsel fees) shall be advanced by the Debtor on the request of the Agent notwithstanding any claim or assertion that the Agent is not entitled to indemnification hereunder upon receipt of an undertaking by the Agent that the Agent will reimburse the Debtor if it is actually and finally determined by a court of competent jurisdiction that the Agent is not so entitled to indemnification. The agreements in this Section shall survive the termination of this Agreement. The Agent agrees to give the Debtor prompt notice of any suit or cause of action brought against the Agent which is covered by this Section.

Section 24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 25. Definitions. For purposes of this Agreement:

(a) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Security Agreement.

(b) References in this Agreement to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered under seal by its duly authorized officers as of the day first above written.

YORKSHIRE AMERICAS, INC.

By: Stephen R. Holland
Name: Stephen R. Holland
Title: President

(CORPORATE SEAL)

Agreed and accepted as of the date first written above.

HSBC INVESTMENT BANK PLC

By: _____
Name: _____
Title: _____

17/12 '99 FRI 15:28 FAX +4402073398264
DEC-17-1999 08:35

KILPATRICK STOCKTON LLP Specialised-Financing

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P.06 007

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered under seal by its duly authorized officers as of the day first above written.

YORKSHIRE AMERICAS, INC.

By: Stephen R. Holland
Name: Stephen R. Holland
Title: President

(CORPORATE SEAL)

Agreed and accepted as of the date first written above.

HSBC INVESTMENT BANK PLC

By: Mervyn J. Foster
Name: Mervyn J. Foster
Title: ASSISTANT DIRECTOR

SCHEDULE 1

Trademarks

Trademark	Reg. No.	Registration Date
INTRABOND	946585	Nov 07 1972
INTRAPEL	946592	Nov 07 1972
INTRAPLAST	946594	Nov 07 1972
INTRATEX	946598	Nov 07 1972
INTRATHERM	1252623	Oct 04 1983
IOSOL	419754	Mar 05 1946
CHROMA-KOTE	1188294	Feb 02 1982
INTRAPHASOL	959163	May 22 1973
	Renewed	
PADAZOIC	949176	Dec 26 1972
AZOANTHRENE	682732	Aug 04 1959
CENEKOL JAPAN 629566 NOV 20 1963	1002437	Jan 28 1975
INTRACARRIER		
INTRACHROME	946587	Nov 07 1972
INTRACRON	946588	Nov 07 1972
INTRAFAST	1080704	Jan 03 1978
INTRAFOMIL	1003680	Feb 04 1975
INTRAMET	1031128	Jan 27 1976
INTRAQUEST	946602	Nov 07 1972
INTRASOFT	946597	Nov 07 1972
INTRASSIST	1002438	Jan 28 1975
INTRAVAT	946599	Nov 07 1972
INTRAVON	952323	Jan 30 1973
METACHLORON	680612	Jun 23 1959
NYDYE SINGAPORE 61035 JUN 18 1974 NYDYE	1919134	Sep 19 1995

Trademark	Reg. No.	Registration Date
NYLANTHRENE	724366	Nov 28 1961
POLYANTHRENE JAPAN 650450 AUG 19 1964- POLYCRON	945005	Oct 17 1972
RESOGEN	780113	Nov 17 1964
SPANYL CANADA 130338 MAR 29 1963 STYLACYL	980761	Mar 26 1974
SUPERNYLITE	684269	Sep 01 1959
FLUOROGUARD	1,526,341	Feb 28 1989
SILTOUCH	1,325,246	Mar 19 1985
METROPAD	1,588,454	Mar 27 1990
SPEEDYE	1,593,727	May 1 1990

SCHEDULE 2

Patents

US Patent No.	Application date	Expiration date
4285861	AUG 17 1979	AUG 17 1999
4455258	DEC 24 1981	DEC 24 2001
4490151	NOV 07 1983	DEC 25 2001
PCT/US97/21150 (app)		
4579561	JAN 09 1985	JAN 31 2004
4654045	JAN 30 1986	MAY 03 2005
4749784	FEB 10 1987	JUN 07 2005
4813970	FEB 10 1988	FEB 10 2008
4830788	NOV 20 1987	NOV 20 2007
4840643	MAR 16 1988	MAR 16 2008
4851158	NOV 20 1987	NOV 20 2007
4851516	NOV 20 1987	NOV 20 2007
4853466	NOV 20 1987	NOV 20 2007
5772699	FEB 10 1997	MAR 13 2015
5874547	JUN 05 1997	JUN 05 2017
09/207204 (app)	NOV 18 1997	
5904738	JAN 28 1998	JAN 28 2018

SCHEDULE 6

- (1) Agreement by and between CK Colors Incorporated and Milliken & Company, effective July 1, 1998, relative to the DMS Patent, and any other licenses relative to the DMS Patent.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE: Trademark and Patent Collateral Assignment and Security Agreement in favor
of HSBC Investment Bank plc

FILED: Concurrently

DESIGNATION OF DOMESTIC REPRESENTATIVE

Alston & Bird, LLP, whose postal address is One Atlantic Center, 1201 West
Peachtree Street, Atlanta, Georgia 30309-3424, is hereby designated applicant's domestic
representative upon whom all notices or process in proceedings affecting the mark may be
served.

This 15th day of February, 2000.

HSBC Investment Bank plc

By:

Name:

Title:

John Haire
JOHN HAIRE
ASSISTANT DIRECTOR

ATL01/10632857.1