

6-23-00

FORM PTO-1618A
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07-07-2000



101398372

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

3-17-00

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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
3/1/2000

Name Purolite International Limited

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other company formed under the laws of the United Kingdom
- Citizenship/State of Incorporation/Organization United Kingdom

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, as agent for certain lenders

DBA/AKA/TA _____

Composed of _____

Address (line 1) 777 Long Ridge Road

Address (line 2) Building A, 3rd Floor

Address (line 3) Stamford CT 06927
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization New York

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.)

04/18/2000 DNGUYEN 00000148 PUROLLITE I. L

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP
03 FC:988 15.00 DP

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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: 002097 FRAME: 0426

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)

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.

Aldrich B. Davis, Esq.

Name of Person Signing

Aldrich B. Davis

Signature

3/13/00

Date Signed

TRADEMARK SECURITY AGREEMENT
(Purolite International)

This Trademark Security Agreement ("Agreement") is dated as of this 1st day of March, 2000, between PUROLITE INTERNATIONAL LIMITED, a company registered in the United Kingdom under number 1840987 (the "Assignor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation having an office at 777 Long Ridge Road, Bldg A, 3rd Floor, Stamford, Connecticut 06927, as agent for certain lenders (the "Assignee").

BACKGROUND

Pursuant to and subject to the terms and conditions of that certain Term Loan Agreement dated November 25, 1997 (as the same from time to time may be amended, restated, supplemented or otherwise modified, the "Term Loan Agreement") by and among (a) the Assignor, Bro-Tech Limited, Brotech Corporation, and Purolite (Deutschland) GmbH (collectively, the "Term Loan Borrowers"), (b) General Electric Capital Corporation in its capacity as a lender ("GE Capital") and Principal Mutual Life Insurance Company, predecessor in interest to Principal Life Insurance Corporation ("Principal") (GE Capital, Principal, and any other lenders from time to time party to the Term Loan Agreement being hereinafter called collectively the "Lenders"), and (c) General Electric Capital Corporation in its capacity as agent for the Lenders (in such capacity, the "Agent"), the Lenders agreed, among other things, to make a term loan to the Term Loan Borrowers in the aggregate principal amount of \$52,000,000 (the "Term Loan").

As used herein, the term "Loan Documents" means collectively the Term Loan Agreement, and all notes, guaranties, mortgages, security agreements, debentures, and other documents previously, simultaneously, or hereafter executed and delivered by the Borrowers or any other party or parties to evidence, secure, or guarantee, or in connection with, the Term Loan.

In March, 1999, the Borrowers notified the Agent and each of the Lenders that the financial statements delivered to them just prior to closing were incorrect in certain material respects relating to the inventory numbers, thus putting them in default of the provisions of Section 8.1(e) of the Term Loan Agreement.

In addition, based upon the Borrowers' own internally-prepared consolidated financial statements, the Borrowers failed to meet the various financial covenants set forth in the Term Loan Agreement for the measurement period ending December 31, 1998.

Similarly, such facts caused the Borrowers to be in default to First Union National Bank ("First Union"), the Borrowers' working capital lender, under the revolving credit facility made available by it to the Borrowers. By virtue thereof, the Borrowers were then also in default of the provisions of Sections 5.15 and 8.1(d) of the Term Loan Agreement (the foregoing defaults being hereinafter collectively referred to as the "Initial Defaults").

On April 1, 1999, the Agent, on behalf of itself and the other Lenders, notified the Borrowers in writing of said Initial Defaults, and by virtue thereof, terminated the certain escrow arrangements with the Borrowers. In addition, pursuant to Section 8.2 of the Term Loan Agreement, the Agent

notified the Borrowers that the interest rate applicable to the Term Loan and all other Obligations had been increased (retroactive to the date of the Initial Defaults, i.e., November 25, 1997) to the Default Rate (as specified in Section 1.3(d)) and that such Default Rate would continue to remain in effect until all Obligations have been repaid in full or otherwise satisfied.

Subsequent thereto, the Borrowers requested that the Agent and the Lenders forbear temporarily from exercising their various rights and remedies, in order to give them sufficient time in which to refinance their Obligations elsewhere or to otherwise restructure their Obligations to the Lenders.

In mid-December, 1999, the Borrowers notified the Lenders that they had received a firm commitment from Fleet Capital Corporation ("FCC") to refinance their outstanding obligations to First Union. By letter dated December 14, 1999 from FCC to the Assignor, FCC advised the Borrowers of its willingness to replace First Union as the Borrowers' working capital lender and to increase the maximum amount to be advanced from time to time under the Revolving Credit Facility from \$25,000,000 to \$27,000,000, thereby giving the Borrowers greater liquidity.

In light of the above, the Borrowers have now requested that the Lenders restructure the Obligations by (i) shortening the term of the Term Loan by changing the Termination Date (as defined in the Term Loan Agreement) from December 1, 2007 to January 15, 2003, (ii) changing the interest rate payable on the Term Loan, (iii) readvancing a portion of the Term Loan in the principal amount of \$1,500,000, which amount shall be used by the Borrowers to pay to the Agent, on behalf of the Lenders, on the date hereof certain accrued interest in the amount of \$1,500,000, and (iv) modifying certain other terms and conditions of the Term Loan Agreement and the other Loan Documents.

As a part of the Borrowers' restructuring plan, Purolite International Limited set up two new entities, Purolite Global Sales Limited, an English corporation ("PGSL"), and Purolite Korea, L.L.C., a Korean limited liability company, each of which is 100% owned by Purolite International Limited.

Since the creation of these two new subsidiaries is in violation of the provisions of Section 6.1 of the Term Loan Agreement (the "Additional Defaults", which together with the Initial Defaults are hereinafter collectively called the "Existing Defaults"), the Borrowers have also requested that the Lenders waive the Existing Defaults.

In order to induce the Lenders to agree to such restructuring, the Borrowers have offered to provide to the Lenders (a) a guarantee from PGSL, and (b) pledges of the shares and membership interests in certain new subsidiaries of Purolite International Limited for which the Lenders have not previously received a pledge of shares or membership interests.

In order to evidence such modifications to the Term Loan, the Existing Notes will be amended and restated pursuant to four Amended and Restated Notes of even date herewith (as the same may be amended, restated, supplement or otherwise modified, the "Amended Notes").

The Lenders have agreed to the Borrowers' request, subject to and upon the terms and conditions set forth in (a) a First Modification Agreement of even date herewith by and among the Borrowers, the Lenders, the Agent, and various guarantors and pledgors of collateral with respect to the Term Loan (the "First Modification"), (b) an Amended and Restated Term Loan Note of even date herewith made payable to GE Capital, (c) an Amended and Restated Term Loan Note No. 1

of even date herewith made payable to Principal, (d) an Amended and Restated Term Loan Note No. 2 of even date herewith made payable to Principal and (e) an Amended and Restated Term Loan Note No. 3 of even date herewith made payable to Principal (the foregoing amended and restated term loan notes, as the same may from time to time be amended, restated, supplemented, or otherwise modified, being hereinafter called collectively, the "Notes").

The Term Loan Agreement provides that the Assignor, in order to secure the indebtedness evidenced thereby, shall grant and/or confirm to the Assignee a perfected security interest in certain property of the Assignor.

The Assignor desires to secure the indebtedness evidenced by the Term Loan Agreement and its duties and obligations thereunder by granting and/or confirming to the Assignee a continuing security interest in certain property of the Assignor, as hereinafter set forth.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the Term Loan Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations under the Term Loan Agreement, the Assignor hereby grants, assigns and conveys to the Assignee, as agent for the Lenders, a security interest in and to all of Assignor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

To the extent the Assignor has granted a security interest to the Assignee in any or all of the Marks prior to the date of this Agreement, either pursuant to the Term Loan Agreements or otherwise, this Agreement shall be deemed to be a reaffirmation of the previously granted security interest(s). The Assignor acknowledges that this Agreement does not extinguish the liens and security interests created under the Term Loan Agreement and the Assignor reaffirms the previously granted security interests thereunder. It is the intention of the Assignor and the Assignee that all existing security interests in favor of the Assignee will remain continuously perfected.

2. Warranties and Representations. The Assignor covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, except the liens granted by the

Assignor to secure the Borrowers obligations to Fleet and subject only to existing licenses; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of Assignor's knowledge, each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) Assignor has used, and, subject to the provisions of paragraph 7 below, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) Assignor has used, and, subject to the provisions of paragraph 7 below, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Assignor shall, in any event, indemnify and hold the Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Assignor shall do any and all acts reasonably required by the Assignee to ensure Assignor's compliance with paragraph 2 (g).
4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.
5. Future Marks. The Assignor authorizes the Assignee to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 or paragraph 4 hereof.
6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under the Term Loan Agreement; and (b) any violation by the Assignor of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within fourteen (14) calendar days after notice thereof to the Assignor.
7. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in the Assignor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that Assignor shall give the Assignee ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, 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 Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the goodwill and equipment associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Assignor at least fifteen (15) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's names on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Assignor shall completely satisfy all of the Obligations and all other liabilities of the Assignor to the Assignee under the Term Loan Agreement and the Notes, or there shall exist no continuing liability of the Assignor with respect to the Obligations under the terms of the Term Loan Agreement or the Notes or any agreement executed in connection therewith, this Agreement shall terminate and the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

11. Fees and Expenses of Assignee. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignor

on demand by the Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Notes.

12. Protection of Marks.

(a) The Assignor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in connection therewith.

(b) If an Event of Default shall have occurred and be continuing, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Term Loan Agreement or the Notes 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 or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement 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 Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Term Loan Agreement and the other loan documents referred to therein, will permit the Assignee, upon the happening of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Term Loan Agreement, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

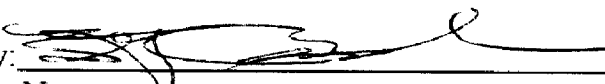
17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.
19. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Assignor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE ASSIGNEE WOULD NOT EXTEND CREDIT TO THE ASSIGNOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.
20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

WITNESS/ATTEST:

PUROLITE INTERNATIONAL LIMITED

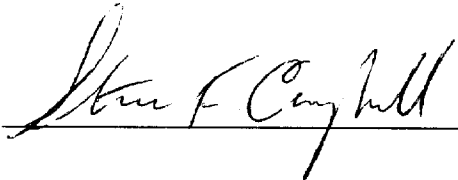


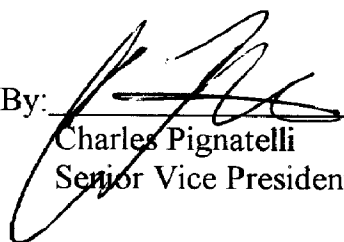
By: 

Name: Stefan Brodie
Title: Director

WITNESS/ATTEST:

GENERAL ELECTRIC CAPITAL CORPORATION



By: 

Charles Pignatelli
Senior Vice President

CERTIFICATES OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

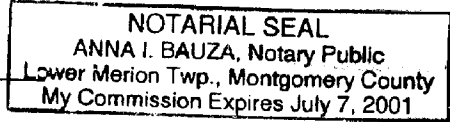
COUNTY OF Philadelphia)

SS:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of February, 2000, personally appeared Stephen D. Dreyer to me known personally and who, being by me duly sworn, deposes and says that he is the Director of Purolite International Limited, a corporation registered in the United Kingdom, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

Anna I. Bauza
Notary Public

My commission expires: _____



STATE OF CONNECTICUT

COUNTY OF Fairfield)

SS: 04378527

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1st day of March, 2000, personally appeared Charles Pignatelli, to me known personally, and who, being by me duly sworn, deposes and says that he is a Senior Vice President of General Electric Capital Corporation, a New York corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

Anna I. Bauza
Notary Public

My commission expires: Sept 20, 2003

SCHEDULE A

PUROLITE INTERNATIONAL LIMITED:

<u>TRADEMARKS</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE (of filing date if application pending)</u>
FLOROLITE	Currently in process of being registered throughout Europe	PIL*
HYPERSOL MACRONET MACRONET	Registered USA, Benelux, China, Egypt, Germany, Italy, Poland, Romania, Russia, Spain and UK	PIL
CONTRILITE	France - expires Aug. 20, 1997	PIL
DOUBLITE	France - expires Aug. 20, 1997	PIL
FLUIDITE	France - expires Aug. 20, 1997	PIL
MICROLITE	France - expires Aug. 20, 1997	PIL
POLILITE	France - expires Aug. 20, 1997	PIL
PUROFINE	France - expires October 4, 1999	PIL
SUPER GEL	France - expires Feb. 19, 1997	PIL
TRILITE	France - expires Aug. 20, 1997	PIL
PUROFINE	UK - expires Oct. 4, 1996	PIL
PUROLITE INTERNATIONAL	Registered Europe	PIL
MICROLITE	International expires April 7, 2008 - UK, Italy	PIL
PUROFINE	International expires April 3, 2010 - UK, Benelux, Italy	PIL
SUPERGEL	International expires April 7, 2008 - Italy	PIL
✓ PUROFINE	USA - expires March 9, 2003	PIL
* Purolite International Limited		

leg. # 333 5442