



101411087

Tab settings

To the Honorable Commissioner of Pat.

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Glenwood, L.L.C.
82 North Summit Avenue
Tenafly, New Jersey 07670

MLO
6.29.00

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Polychem Corporation

Internal Address: _____

Street Address: 12 Lyman Street

City: New Haven State: CT ZIP: 06510

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No

(Designations must be a separate document from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Security Interest and Collateral Assignment
- Merger
- Change of Name

Execution Date: January 30, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,822,226	1,692,383
1,520,450	1,125,493
1,207,746	684,664
	698,619

Additional numbers attached? Yes No

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

Name: Levett Rockwood P.C.

Internal Address: Attn: Barbara A. Young, Esq.

Street Address: 33 Riverside Avenue

City: Westport State: CT ZIP: 06880

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41):..... \$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

07/21/2000 MTHA11 00000107 1822226

DO NOT USE THIS SPACE

01 FC:481	40.00 DP
02 FC:482	150.00 DP

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.

Levett Rockwood P.C.

By: Barbara A. Young
Name of Person Signing

Signature

6/28/00
Date

Total number of pages comprising cover sheet: _____

1

TRADEMARK

GRANT OF SECURITY INTEREST AND
COLLATERAL ASSIGNMENT IN REGISTERED TRADEMARKS

WHEREAS, GLENWOOD, L.L.C, a New Jersey limited liability company having a place of business at 82 North Summit Avenue, Tenafly, New Jersey 07670 (hereinafter the "Borrower"), is the owner of all right, title and interest in, and plans to use and own, the following described Trademarks and the United States Trademark Registration associated therewith as set forth opposite the name of each such Trademark (the "Trademarks");

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
APRA BATH	1,822,226	02/22/94
CONTINEX	1,520,450	01/17/89
E-pHicient	1,207,746	09/14/82
PERI-KLENZ	1,692,383	06/09/92
PRE-PAIR	1,125,493	10/02/79
T.L.C.	684,664	09/08/59
T.L.C.	698,619	05/31/60

WHEREAS, pursuant to the provisions of that certain Loan and Security Agreement, dated as of January 30, 1998 (the "Loan Agreement"), the Borrower has agreed to collaterally assign and grant to Polychem Corporation, a Delaware corporation, with an address at 12 Lyman Street, New Haven, Connecticut 06510 (hereinafter "Lender"), a collateral assignment and security interest in, among other property, the Trademarks, the goodwill of the business symbolized by the Trademarks and any and all license agreements now or hereafter existing in respect of the Trademarks, to secure the payment and performance of any and all existing and future obligations of the Borrower to Lender under the terms of the Loan Agreement;

NOW, THEREFORE, in furtherance of and in order to confirm for recordation and all other purposes the collateral assignment and security interest granted under the Loan Agreement in and to the Trademarks and the aforementioned goodwill and license agreements, the Borrower hereby collaterally assigns and grants a security interest to Lender in all of its right, title and interest in and to the Trademarks, including all renewal rights therein, the goodwill of the business symbolized by the Trademarks, and any and all license agreements now or hereafter existing with respect to the Trademarks, as security for its obligations under the Loan Agreement.

The Borrower represents and warrants to Lender that it is the true, lawful and sole owner of the Trademarks; that it has the full power and authority to grant the security interest and collateral assignment granted hereunder; and that it has no notice of any suits or actions commenced or threatened against it with reference to the Trademarks or the security interest and collateral assignment herein granted.

The grant of the security interest and collateral assignment herein is made by the Borrower in furtherance of the provisions of the Loan Agreement and for the purpose of recording, noticing and perfecting the security interest and collateral assignment granted thereunder, but in no event shall the grant of such security interest and collateral assignment be deemed to be an absolute

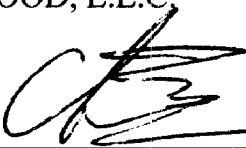
transfer or grant by the Borrower to Lender of any legal right to the ownership of, or any license or other right to use, the Trademarks or the goodwill of the business symbolized thereby.

The Borrower shall, at the request of Lender, execute such other and further documents as Lender may request to confirm the security interest and collateral assignment created hereby and, upon the occurrence of an Event of Default under the terms of the Loan Agreement to assign and transfer absolutely to Lender or another party designated by Lender all of the Borrower's right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks, upon terms and conditions as may be reasonably specified by Lender.


The grant of the security interest and collateral assignment herein shall be binding upon the Borrower, its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

IN WITNESS WHEREOF, Glenwood, L.L.C. has caused this Grant of a Security Interest and Collateral Assignment in Registered Trademarks to be signed by its Manager, thereunto duly authorized as of the 30th day of January, 1998.

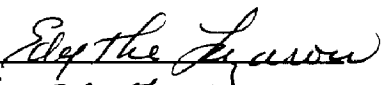
GLENWOOD, L.L.C.

By: 

Manager

Attest: 
CHARLES A. GRUEN, ASSISTANT SECRETARY

Subscribed and sworn to before me this 30th day of January, 1998.


Notary Public Edythe LAZANOW
AN ATTORNEY AT LAW OF NEW JERSEY

My Commission Expires: