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Tab settings

To the Honorable Commissioner of Pa.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mellon Bank, N.A.

9-12-00

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Assignment of Security Interest, Merger, Change of Name

Execution Date: May 10, 2000

2. Name and address of receiving party(ies)

Name: Dan Prevoznak

Internal Address: Fleet Bank, N.A.

Street Address: 208 Harristown Rd.

City: Glen Rock State: NJ ZIP: 07452

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

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

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

854,396, 881,925, 1,589,575, 1,728,749

Additional numbers attached? Yes No

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

Name: Kristien Kelly

Internal Address: Davis Polk & Wardwell Room 2324A

Street Address: 450 Lexington Ave.

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

888 (Attach duplicate copy of this page 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.

Kristien Kelly Name of Person Signing

Kristien Kelly Signature

5/16/00 Date

Total number of pages including cover sheet, attachments, and document: 9

## ASSIGNMENT OF SECURITY INTEREST

ASSIGNMENT OF SECURITY INTEREST dated as of May 10, 2000 (the "**Assignment**") from Mellon Bank, N.A. ("**Mellon Bank**") to Fleet Bank, N. A. ("**Fleet Bank**"). Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Security Agreement (defined herein).

### WITNESSETH

WHEREAS, Mellon Bank was the Administrative Agent under the Credit Agreement dated as of July 31, 1998 (the "**Existing Credit Agreement**") among the Borrower, the Lenders party thereto, DLJ Capital Funding, Inc., as Syndication Agent, Morgan Guaranty Trust Company of New York, as Documentation Agent and Mellon Bank, as Administrative Agent;

WHEREAS, in connection with the Existing Credit Agreement, the Borrower, the Subsidiary Guarantors and Mellon Bank entered into a Security Agreement dated as of July 31, 1998 (the "**Security Agreement**") in favor of Mellon Bank as Administrative Agent for the benefit of the Lenders party to the Existing Credit Agreement;

WHEREAS, pursuant to the Security Agreement, the Borrower and the Subsidiary Guarantors entered into Intellectual Property Security Agreements dated as of July 31, 1998 (copies of which are attached hereto) in favor of Mellon Bank as Administrative Agent for the benefit of the Lenders party to the Existing Credit Agreement and the corresponding Intellectual Property Filings were made with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Master Assignment and Assumption Agreement dated as of March 29, 2000, Mellon Bank resigned as Administrative Agent under the Existing Credit Agreement and Fleet Bank was appointed as successor Administrative Agent under the Existing Credit Agreement;

WHEREAS, certain amendments were made to the Existing Credit Agreement as set forth in the Amended and Restated Credit Agreement dated as of March 29, 2000 (the "**Amended and Restated Credit Agreement**") among the Borrower, the Lenders party thereto, DLJ Capital Funding, Inc., as Syndication Agent and Fleet Bank, as Administrative Agent;

WHEREAS, pursuant to the Assignment of and Amendment to the Security Agreement dated as of March 29, 2000 (the "**Security Agreement Amendment**") among the Borrower, the Subsidiary Guarantors party thereto, Mellon Bank and Fleet

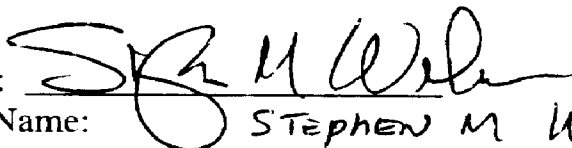
Bank, Mellon Bank, as resigning Administrative Agent under the Existing Credit Agreement, assigned all of its rights and obligations under the Security Agreement to Fleet Bank, as successor Administrative Agent thereunder, and Fleet Bank, in such capacity, assumed such rights and obligations;

WHEREAS, in accordance with Section 2 of the Security Agreement Amendment, Mellon Bank, as resigning Administrative Agent under the Existing Credit Agreement, desires to assign to Fleet Bank as Administrative Agent for the benefit of the Lenders party to the Existing Credit Agreement or the Amended and Restated Credit Agreement the security interests in the Intellectual Property created pursuant to the Intellectual Property Security Agreements and the parties hereto intend that this executed Assignment be filed with the United States Patent and Trademark Office.

### A S S I G N M E N T

In accordance with Section 2 of the Security Agreement Amendment, Mellon Bank, as resigning Administrative Agent under the Existing Credit Agreement, hereby assigns and transfers to Fleet Bank, as successor Administrative Agent thereunder, and Fleet Bank, in such capacity, accepts such assignment and transfer of all rights and interests of Mellon Bank under, and all the security interests, Liens, encumbrances and other rights and interests created in favor of Mellon Bank pursuant to the (i) Sybron Chemicals Inc. Trademark Security Agreement dated as of July 31, 1998, (ii) Ruco Polymer Corporation Trademark Security Agreement dated as of July 31, 1998, (iii) Ruco Polymer Company of Georgia, LLC Trademark Security Agreement dated as of July 31, 1998, (iv) Sybron Chemicals Inc. Patent Security Agreement dated as of July 31, 1998, (v) Ruco Polymer Corporation Patent Security Agreement dated as of July 31, 1998, and (vi) Ruco Polymer Company of Georgia, LLC Patent Security Agreement dated as of July 31, 1998.

MELLON BANK, N.A.

By:   
Name: STEPHEN M WILMS  
Title: VICE PRESIDENT

FLEET BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

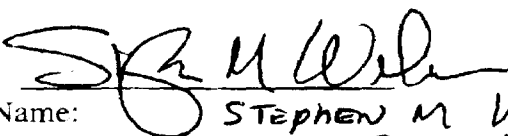
Bank, Mellon Bank, as resigning Administrative Agent under the Existing Credit Agreement, assigned all of its rights and obligations under the Security Agreement to Fleet Bank, as successor Administrative Agent thereunder, and Fleet Bank, in such capacity, assumed such rights and obligations;

WHEREAS, in accordance with Section 2 of the Security Agreement Amendment, Mellon Bank, as resigning Administrative Agent under the Existing Credit Agreement, desires to assign to Fleet Bank as Administrative Agent for the benefit of the Lenders party to the Existing Credit Agreement or the Amended and Restated Credit Agreement the security interests in the Intellectual Property created pursuant to the Intellectual Property Security Agreements and the parties hereto intend that this executed Assignment be filed with the United States Patent and Trademark Office.

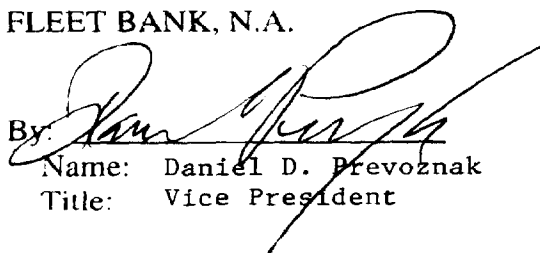
### A S S I G N M E N T

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MELLON BANK, N.A.

By:   
 Name: STEPHEN M WILKS  
 Title: VICE PRESIDENT

FLEET BANK, N.A.

By:   
 Name: Daniel D. Prevoznak  
 Title: Vice President

**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, RUCO POLYMER CORPORATION, a New York corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 31, 1998 (as such agreement may be amended from time to time, the "**Security Agreement**") among Sybron Chemicals Inc., the Subsidiary Guarantors party thereto and Mellon Bank, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property (except certain excluded property) of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of the Lien Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Secured Obligations of the Lien Grantor, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of July, 1998.

RUCO POLYMER CORPORATION

By:

Title:

*William M. Levin*  
*Chairman*

Acknowledged:

MELLON BANK, N.A.  
as Administrative Agent

By:

Title:

STATE OF NY )  
 ) ss.:  
COUNTY OF NY )

I, Kathleen M. Pagan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard M. Klein, Chairman of RUCO POLYMER CORPORATION (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 31 day of July, 1998.

[Seal]

Kathleen M. Pagan  
Signature of notary public  
My Commission expires 10/31/99  
KATHLEEN M. PAGAN  
Notary Public, State of New York  
No. 43-702641  
Certified in Richmond County  
Commission Expires



**Schedule 1  
to Trademark  
Security Agreement**

**RUCO POLYMER CORPORATION**

**U.S. TRADEMARK REGISTRATIONS**

TRADEMARK	REG. NO.	REG DATE
RUCOFLEX	854,396	12/6/01
RUCOTHANE	881,925	11/9/01
RUCOTE	1,589,575	4/3/00
RUCO	1,728,749	11/3/02

**U.S. TRADEMARK APPLICATIONS**

TRADEMARK	REG. NO.	REG DATE

**EXCLUSIVE TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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(NY) 06961/532/SA/trade.sa.ruco.wpd