



Tab setting:

To the Honorable Commissioner of Patents &

101510040

original documents or copy thereof.

1. Name of conveying party(ies):

VANTICO INC.  
281 FIELDS LANE  
BREWSTER, NY 10509

SKA Amante USA

16-18-06

- 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
- Merger
- Change of Name

Execution Date: May 31, 2000

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston, as Security Trustee

Internal Address: \_\_\_\_\_

Street Address: Five Cabot Square

City: London State: \_\_\_\_\_ ZIP: E14 4QR  
Country: United Kingdom

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

SEE ATTACHED SCHEDULE

Additional numbers attached?  Yes  No

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

Name: Penelope Agodoa

Internal Address: Suite 101

Street Address: Federal Research Corporation

400 Seventh St. NW

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: \_\_\_\_\_

40

7. Total fee (37 CFR 3.41).....\$ 1015.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

11/07/2000 DBYRHE 00000166 2166077

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.

Cherylyn Brandt  
Name of Person Signing

[Signature]  
Signature

September 8, 2000  
Date

Total number of pages including cover sheet, attachments, and document: 63

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK

REEL: 002170 FRAME: 0240

**VANTICO TRADEMARKS SCHEDULE A**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO./ REG. NO.</b>	<b>FILING DATE/ REG. DATE</b>
ACCUSTICK	Vantico Inc.	2,166,077	June 16, 1998
ARACAST	Vantico Inc.	1,021,345	September 30, 1975
ARADUR	Vantico Inc.	75/917,813	February 12, 2000
ARAKOTE	Vantico Inc.	1,250,736	September 13, 1983
ARALDITE	Vantico Inc.	442,493	April 19, 1949
ARALDITE	Vantico Inc.	437,125	March 9, 1948
ARALDITE	Vantico Inc.	2,187,502	September 8, 1998
ARATHANE	Vantico Inc.	1,580,878	February 6, 1990
ARATHERM	Vantico Inc.	75/901,114	January 21, 2000
ARATRONIC	Vantico Inc.	76/020,131	April 7, 2000
AROCY	Vantico Inc.	1,539,906	May 23, 1989
AUTOLAM	Vantico Inc.	1,235,949	May 3, 1983
EPIBOND	Vantico Inc.	613,707	October 11, 1955
EPOCAST	Vantico Inc.	612,844	September 27, 1956
FASTWELD	Vantico Inc.	75/603,950	December 11, 1998
KERIMID	Vantico Inc.	2,285,953	October 19, 1999
MATRIMID	Vantico Inc.	1,437,618	April 28, 1987
PARTS-IN-MINUTES	Vantico Inc.	2,116,814	November 25, 1997
PRO-CAST	Vantico Inc.	1,464,111	November 10, 1987
PROBELEC	Vantico Inc.	75/519,271	July 15, 1998
PROBIMAGE	Vantico Inc.	1,773,326	May 25, 1933
PROBIMER	Vantico Inc.	1,025,999	December 2, 1975
PROBIMER	Vantico Inc.	1,791,293	September 7, 1993
PROBIMER	Vantico Inc.	1,783,753	July 27, 1993
PUR-FECT TOOL	Vantico Inc.	75/864,316	October 4, 1999
QUATREX	Vantico Inc.	1,341,836	June 18, 1985
REN	Vantico Inc.	781,908	December 22, 1964
REN	Vantico Inc.	678,703	May 19, 1959

REN	Vantico Inc.	710,081	January 24, 1961
REN:C:O-THANE	Vantico Inc.	1,004,156	February 11, 1975
REN PATCH	Vantico Inc.	2,200,608	October 27, 1998
REN SHAPE	Vantico Inc.	707,695	November 29, 1960
REN SHAPE	Vantico Inc.	2,208,182	December 8 1998
REN SHAPE-EXPRESS	Vantico Inc.	75/580,688	November 2, 1999
REN-WELD	Vantico Inc.	2,077,435	July 8, 1997
SILFLEX	Vantico Inc.	1,555,383	September 12, 1989
TACTIX	Vantico Inc.	1,373,234	December 3, 1985
URALANE	Vantico Inc.	1,967,928	April 16, 1996
WEARGUARD	Vantico Inc.	1,463,200	November 3, 1987
WEARGARD-FINE	Vantico Inc.	1,463,201	November 3, 1987

U.S. SECURITY AGREEMENT dated as of May 31, 2000, among AVANTI USA (SPECIALTY CHEMICALS) INC., a company incorporated in Delaware (the "*Grantor*") and Credit Suisse First Boston of Five Cabot Square, London, England E14 4QR, as agent and trustee for the Secured Parties (the "*Security Trustee*") pursuant to the Credit Agreement (defined herein).

Reference is made to the Credit Agreement dated as of December 14, 1999, as amended and restated as of May 26, 2000 (as further amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among: (1) the companies identified in the Credit Agreement as borrowers (the "*Borrowers*"); (2) the banks from time to time party to the Credit Agreement (the "*Banks*"); (3) Credit Suisse First Boston of Five Cabot Square, London, England E14 4QR, as facility agent, with each successor facility agent (the "*Facility Agent*"); (4) Credit Suisse First Boston of Five Cabot Square, London, England E14 4QR as issuing bank (the "*Issuing Bank*"); (5) Credit Suisse First Boston Aktiengesellschaft of MesseTurm, 60308 Frankfurt, Federal Republic of Germany, as lead arranger (the "*Lead Arranger*"); and (6) Credit Suisse First Boston of Five Cabot Square, London, England E14 4QR, as the Security Trustee.

The Banks have agreed to make certain credit facilities available to the Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Grantor has agreed to guarantee, among other things, all the obligations of the Borrowers under the Financing Documents. The obligations of the Banks to make the credit facilities available are conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof to secure the Secured Obligations (as defined herein).

Accordingly, the Grantor and the Security Trustee (and each of its respective successors or assigns), hereby agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to the Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean all of Grantor's accounts (as defined in the Uniform Commercial Code) and any and all right, title and interest of the Grantor to payment for goods sold or leased or for services rendered, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from affiliates of the Grantor.

*"Accounts Receivable"* shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

*"Collateral"* shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) Investment Property, (g) cash and cash accounts and (h) Proceeds.

*"Commodity Account"* shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

*"Commodity Contract"* shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

*"Commodity Customer"* shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

*"Commodity Intermediary"* shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

*"Copyright License"* shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, or granting any right to the Grantor under any copyright now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

*"Copyrights"* shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule I.

*"Credit Agreement"* shall have the meaning assigned to such term in the preliminary statement of this Agreement.

*"Documents"* shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

*"Entitlement Holder"* shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities

Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

*“Equipment”* shall mean all of Grantor's equipment (as defined in the Uniform Commercial Code) and all other equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by the Grantor.

*“Financial Asset”* shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

*“Financing Document”* shall mean the Credit Agreement, the Fees Letter, the Interest Rate Protection Agreements and the Security Documents.

*“General Intangibles”* shall mean all of Grantor's general intangibles (as defined in the Uniform Commercial Code) and all choses in action and causes of action and all other assignable intangible personal property of the Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by the Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, licensing agreements, interest protection agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

*“Intellectual Property”* shall mean all intellectual and similar property of the Grantor of every kind and nature now owned or hereafter acquired by the Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing, or used in connection with, any of the foregoing.

*“Inventory”* shall mean all of Grantor's inventory (as defined in the Uniform Commercial Code) and all goods of the Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by the Grantor under contracts of service, or consumed in the Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of the Grantor.

*“Investment Property”* shall mean all of Grantor's investment property (as defined in the Uniform Commercial Code) and all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of the Grantor, whether now owned or hereafter acquired by the Grantor.

*“License”* shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which the Grantor is a party, including those listed on Schedule II (other than those license agreements in existence on the date hereof and listed on Schedule II and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by the Grantor as licensee thereunder).

*“Patent License”* shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, is in existence, or granting to the Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of the Grantor under any such agreement.

*“Patents”* shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

*“Perfection Certificate”* shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an authorized officer of the Grantor.

*“Proceeds”* shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include (a) any claim of the Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by the Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by the Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by the Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by the Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“*Secured Obligations*” shall mean the actual, contingent, present and/or future obligations and liabilities of the Grantor and its subsidiaries to any of the Secured Parties under or pursuant to the Financing Documents, including this Agreement.

“*Secured Parties*” means all and each of the Facility Agent, the Security Trustee, the Banks (including for the avoidance of doubt, any Bank in its capacity as a Working Capital Bank), the Issuing Bank and the Lead Arranger; and “*Secured Party*” shall be construed accordingly.

“*Securities*” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or trade on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

“*Securities Account*” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“*Security Entitlements*” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“*Security Intermediary*” shall mean (a) a clearing corporation or (b) a person, including a bank or a broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, or granting to the Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule IV, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.



"*Uniform Commercial Code*" shall mean the Uniform Commercial Code as in effect in the applicable jurisdiction on the date hereof.

"*U.S. Security Interest*" shall have the meaning assigned to such term in Section 2.01.

## ARTICLE II

### *U.S. Security Interest*

SECTION 2.01. *U.S. Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Security Trustee, its successors and assigns and hereby grants to the Security Trustee, its successors and assigns a security interest in, all of the Grantor's right, title and interest in, to and under the Collateral (the "*U.S. Security Interest*"). Without limiting the foregoing, until the U.S. Security Interest is terminated under Section 7.12 herein, the Security Trustee is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the U.S. Security Interest granted by the Grantor, without the signature of the Grantor, and naming the Grantor as the debtor and the Security Trustee as a Secured Party.

SECTION 2.02. *No Assumption of Liability.* The U.S. Security Interest is granted as security only and shall not subject the Security Trustee to, or in any way alter or modify, any obligation or liability of the Grantor with respect to or arising out of the Collateral.

## ARTICLE III

### *Representations and Warranties*

The Grantor represents and warrants to the Security Trustee that:

SECTION 3.01. *Title and Authority.* The Grantor has good and valid rights in and, to the extent applicable, title to the Collateral with respect to which it has purported to grant a U.S. Security Interest hereunder.

SECTION 3.02. *Filings.* (a) Each Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Security Trustee for filing in each governmental, municipal or other office specified in Schedule 5 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect

the U.S. Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Security Trustee in respect of all Collateral in which the U.S. Security Interest may be perfected by filing, recording or registering in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) The Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Security Trustee for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Security Trustee in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the U.S. Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of U.S. Security Interest.* The U.S. Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Secured Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. To the extent a security interest in the Collateral in which the Grantor has rights may be perfected, as applicable, by (i) the filing of Uniform Commercial Code financing statements or (ii) the filing of grants of security interests with the United States Patent and Trademark and United States Copyright Offices, as applicable, the U.S. Security Interest is and shall be prior to any other lien on any of the Collateral, other than Encumbrances (as defined in the Credit Agreement) expressly permitted to be prior to the U.S. Security Interest pursuant to the Credit Agreement.

## ARTICLE IV

### *Covenants*

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) The Grantor agrees promptly to notify the Security Trustee in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to any material portion of the Collateral owned by it or any office or facility at which any material portion of the Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. The Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Security Trustee to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. The Grantor agrees promptly to notify the Security Trustee if any material portion of the Collateral owned or held by the Grantor is damaged or destroyed.

(b) The Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which the Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such reasonable time or times (unless a Default, as defined in Clause 15 of the Credit Agreement, has occurred, and not more than once in a Quarter) as the Security Trustee may reasonably request, promptly to prepare and deliver to the Security Trustee a duly certified schedule or schedules in form and detail satisfactory to the Security Trustee showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual accounts with respect to the preceding fiscal year pursuant to the Credit Agreement, the Grantor shall deliver to the Security Trustee a certificate executed by an authorized officer of the Grantor setting forth any changes to the information required pursuant to Section 2 of the Perfection Certificate, or confirming that there has been no change in such information, since the date of the Perfection Certificate delivered on the Closing Date or the date of the most recent certificate delivered pursuant to this Section.

SECTION 4.03. *Protection of Security.* The Grantor shall, at its own cost and expense, take any and all reasonable actions necessary to defend title to the Collateral against all persons and to defend the U.S. Security Interest of the Security Trustee in the Collateral and the priority thereof against any security interest not expressly permitted pursuant to the Credit Agreement or which would otherwise have a Material Adverse Effect on the value of the security interest.

SECTION 4.04. *Further Assurances.* The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Security Trustee may from time to time reasonably request to preserve, protect and perfect the U.S. Security Interest

and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the U.S. Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount payable to the Grantor under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Security Trustee, duly endorsed in a manner satisfactory to the Security Trustee, but, in any event, on terms no more onerous than the terms contained herein.

Without limiting the generality of the foregoing, the Grantor hereby authorizes the Security Trustee, with prompt notice thereof to the Grantor, to supplement this Agreement by supplementing Schedule I, II, III or IV hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that the Grantor shall have the right, exercisable within 15 days after it has been notified by the Security Trustee of the specific identification of such Collateral, to advise the Security Trustee in writing of any material inaccuracy of the representations and warranties made by the Grantor hereunder, as applicable, with respect to such Collateral. The Grantor agrees that it will use commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Security Trustee of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* Upon service of a Default Notice, the Security Trustee and such persons as the Security Trustee may reasonably designate shall have the right, during the Grantor's normal business hours at the Grantor's own cost and expense (provided such costs and expenses are not unreasonable and do not use an unreasonable amount of management's time), to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantor's affairs with the officers of the Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Collateral in the possession of any third person, after obtaining the prior consent of the Grantor (which consent shall not be unreasonably withheld and shall not be required upon the occurrence and during the continuance of a Default), by contacting the third person possessing such Collateral for the purpose of making such a verification. Notwithstanding anything to the contrary in this Section 4.05, inspections, verifications and audits pursuant to this Section 4.05 shall be at the Grantor's expense (such expense to be reasonable) not more than once annually, unless a Default has occurred and is continuing.

SECTION 4.06. *Taxes; Encumbrances.* After service of a Default Notice, at its option, the Security Trustee may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent the Grantor fails to do so as required by the Credit Agreement or this Agreement, and the Grantor agrees to reimburse as promptly as practicable the Security Trustee for any payment made or any expense reasonably incurred by the Security Trustee pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing the Grantor from the performance of, or imposing any obligation on the Security Trustee

to cure or perform, any covenants or other promises of the Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Financing Documents.

SECTION 4.07. *Assignment of Encumbrance.* If at any time the Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, the Grantor shall promptly assign on terms no more onerous than those contained herein such security interest to the Security Trustee. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Use and Disposition of Collateral.* The Grantor shall not make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other security interest in respect of the Collateral, except as expressly permitted by the Credit Agreement. The Grantor shall not make or permit to be made any transfer of title or possession of the Collateral and the Grantor shall remain at all times in possession of the Collateral owned by it, except as permitted under Clause 14.3(b) in the Credit Agreement.

SECTION 4.09. *Limitation on Modification of Accounts.* Upon the service of a Default Notice (as defined in Clause 15.2.1 of the Credit Agreement), the Grantor will not, without the prior written consent of the Security Trustee, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which the Grantor is engaged.

SECTION 4.10. *Insurance.* The Grantor, at its own expense, shall cause its assets to be and kept insured with reputable insurers in such amounts and against such risks as is customary for prudent companies carrying on business comparable to that of the relevant Group Companies.

SECTION 4.11. *Legend.* The Grantor shall legend, in form and manner reasonably satisfactory to the Security Trustee, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Security Trustee and that the Security Trustee has a security interest therein.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) The Grantor agrees that it will not, nor will it permit any of its licensees to do any act, or omit to do any act, whereby any Patent which is material to the conduct of the Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) The Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain in all material respects the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) The Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) The Grantor shall notify the Security Trustee immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding the Grantor's ownership of any Patent, Trademark or Copyright material to the conduct of its business, its right to register the same, or to keep and maintain the same.

(e) In no event shall the Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, which is material to the conduct of its business, unless it promptly informs the Security Trustee, and, upon request of the Security Trustee, executes and delivers any and all agreements, instruments, documents and papers as the Security Trustee may request to evidence the Security Trustee's security interest in such Patent, Trademark or Copyright, and the Grantor hereby appoints the Security Trustee as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorneys being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) The Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any analogous or similar office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of the Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that the Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of the Grantor's

business has been or is about to be infringed, misappropriated or diluted by a third party, the Grantor promptly shall notify the Security Trustee and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon service of a Default Notice, the Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Grantor's right, title and interest thereunder to the Security Trustee or its designee.

## ARTICLE V

### *Power of Attorney*

The Grantor irrevocably makes, constitutes and appoints the Security Trustee (and all officers, employees or agents designated by the Security Trustee) as the Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Security Trustee shall have the right, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Security Trustee, upon the service of a Default Notice (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of the Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require the Grantor to notify, Account Debtors to make payment directly to the Security Trustee; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Security Trustee was the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Security Trustee to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Security Trustee, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Security Trustee with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Grantor or to any claim or action against the Security Trustee, unless it is determined by a court of competent jurisdiction that such action or omission is the result of gross negligence or wilful misconduct. It is understood and agreed that the appointment of the Security Trustee as the agent and attorney-in-fact of the Grantor for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve the Grantor of any of its obligations hereunder or under any other Financing Document with respect to the

Collateral or any part thereof or impose any obligation on the Security Trustee to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Security Trustee of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Financing Document, by law or otherwise.

## ARTICLE VI

### *Remedies*

SECTION 6.01. *Remedies upon Service of Default Notice.* Upon the service of a Default Notice, the Grantor agrees to deliver each item of Collateral to the Security Trustee on demand, and it is agreed that the Security Trustee shall have the right to take any or all of the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the U.S. Security Interest to become an assignment, transfer and conveyance of any or all of such Collateral by the Grantor to the Security Trustee, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Security Trustee shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured beneficiary under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, the Grantor agrees that the Security Trustee shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Security Trustee shall deem appropriate. The Security Trustee shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for its own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale, the Security Trustee shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Grantor, and the Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which the Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Security Trustee shall give the Grantor 15 days' written notice (which the Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Security Trustee's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public



sale shall be held at such time or times within ordinary business hours and at such place or places as the Security Trustee may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Security Trustee may (in its sole and absolute discretion) determine. The Security Trustee shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Security Trustee may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Security Trustee until the sale price is paid by the purchaser or purchasers thereof, but the Security Trustee shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, the Security Trustee may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of the Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Security Trustee from the Grantor as a credit against the purchase price, and the Security Trustee may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Security Trustee shall be free to carry out such sale pursuant to such agreement, and the Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Security Trustee shall have entered into such an agreement all Defaults shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon them, the Security Trustee may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Security Trustee shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash in accordance with the terms of the Credit Agreement and the Intercreditor Agreement

Upon any sale of the Collateral by the Security Trustee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Security Trustee or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Security Trustee or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Security Trustee to exercise rights and remedies under this Article at such time as the Security Trustee shall be lawfully entitled to exercise such

rights and remedies, the Grantor hereby grants to the Security Trustee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by the Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Security Trustee shall be exercised, at the option of the Security Trustee, upon the service of a Default Notice; *provided* that any license, sub-license or other transaction entered into by the Security Trustee in accordance herewith shall be binding upon the Grantor notwithstanding any subsequent cure of a Default.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Clause 22 of the Credit Agreement.

SECTION 7.02. *Encumbrance Absolute.* All rights of the Security Trustee hereunder, the U.S. Security Interest and all obligations of the Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Financing Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Financing Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any lien or security interest on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Secured Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by the Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Banks and shall survive the making by the Banks of credit made available under the Credit Agreement, and the execution and delivery to the Security Trustee of any notes evidencing such credit, regardless of any investigation made by the Security Trustee or on its behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Security Trustee and a counterpart hereof shall have been executed on behalf of the Security Trustee. This Agreement shall be binding upon the Grantor and the Security Trustee and its respective successors and assigns, and shall inure to the benefit of the Grantor and the Security Trustee and its

respective successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Grantor or the Security Trustee that are contained in this Agreement shall bind and inure to the benefit of its respective successors and assigns.

SECTION 7.06. *Fees and Expenses; Indemnification.* (a) The Grantor shall on demand pay (i) all expenses, costs and charges incurred (including the fees and expenses of legal advisers and any value added tax thereon) by the Security Trustee in enforcing, perfecting, protecting or preserving (or attempting to do so) any of its rights under this Agreement, or in suing for or recovering any sum due from the Grantor under this Agreement and (ii) (only to the extent the same are reasonable in amount) all other expenses, costs and charges incurred by the Security Trustee in the lawful exercise of its powers conferred by this Agreement.

(b) The Grantor hereby agrees to indemnify the Security Trustee and the other Secured Parties against all losses, actions, claims, costs, charges, expenses and liabilities incurred by the Security Trustee and the other Secured Parties (including any substitute delegate attorney as aforesaid) in relation to this Agreement or the Secured Obligations (including, without limitation, the costs, charges and expenses incurred in the carrying of this Agreement into effect or in the exercise of any of the rights, remedies and powers conferred hereby or in the perfection or enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the Secured Obligations) or occasioned by any breach by the Grantor of any of its covenants or obligations under this Agreement. Notwithstanding the foregoing, none of the Security Trustee or the other Secured Parties (or any substitute delegate attorney) shall be entitled to be indemnified in relation to any of the foregoing which results from such person's gross negligence or wilful misconduct. The Grantor shall so indemnify the Security Trustee and the other Secured Parties on demand and shall pay interest on the sum demanded at the default interest rate (as specified in Clause 8.4.1 of the Credit Agreement) from time to time from the date on which the same were demanded by the Security Trustee or any other Secured Party, as the case may be, and any sum so demanded together with any interest, shall be a charge upon the Securities in addition to the moneys hereby secured.

(c) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Financing Document, the consummation of the transactions contemplated hereby, the repayment of any of the Advance, the invalidity or unenforceability of any term or provision of this Agreement or any other Financing Document, or any investigation made by or on behalf of the Security Trustee. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Clause 8.4.1 of the Credit Agreement.

**SECTION 7.07. GOVERNING LAW. (a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, BUT WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PROVISIONS THEREOF TO THE EXTENT SUCH PROVISIONS WOULD REQUIRE THE APPLICATION OF THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

(b) The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of (i) the High Court of Justice in England and (ii) the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court, except to the extent prohibited by law. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Security Trustee may otherwise have to bring any action or proceeding relating to this Agreement against the Grantor or its properties in the courts of any jurisdiction.

(c) The Grantor hereby appoints and designates, in the case of the courts of or in the State of New York, CT Corporation System at 111 Eighth Avenue, 13th Floor, New York, New York 10011 or at its principal place of business in the City of New York for the time being, to receive, for it and on its behalf, service of process in such jurisdictions in any legal action or proceedings with respect to this Agreement. The Grantor shall at all times maintain an agent for the service of process and other legal notices in New York City that is acceptable to the Security Trustee.

(d) The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Security Trustee in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Security Trustee hereunder and under the other Financing Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other**

Financing Document or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Security Trustee and the Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent required by the Credit Agreement.

SECTION 7.09. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.10. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.11. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.12. *Termination.* This Agreement and the U.S. Security Interest shall terminate when all the Secured Obligations have been indefeasibly paid in full and the Banks have no further commitment to make credit available, at which time the Security Trustee shall as promptly as practicable execute and deliver to the Grantor, at the expense of the Grantor, all Uniform Commercial Code termination statements and similar documents which the Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.12 shall be without recourse to or warranty by the Banks. The Grantor shall automatically be released from its obligations hereunder and the U.S. Security Interest in the Collateral of the Grantor shall automatically be released in the event that all the capital stock or assets of the Grantor shall be sold, transferred or otherwise disposed of to a person that is not an affiliate of the Grantor in accordance with the terms of the Credit Agreement; *provided* that the Security Trustee shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVANTI USA (SPECIALTY CHEMICALS) INC.

by: Ed Bezi  
Name: Edward Bezi  
Title: President

CREDIT SUISSE FIRST BOSTON,  
as Security Trustee,

by: \_\_\_\_\_  
Name:  
Title:

by: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVANTI USA (SPECIALTY  
CHEMICALS) INC.

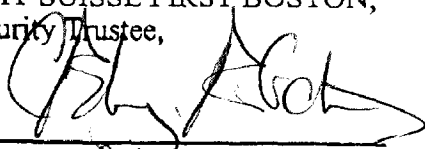
by:

\_\_\_\_\_  
Name:

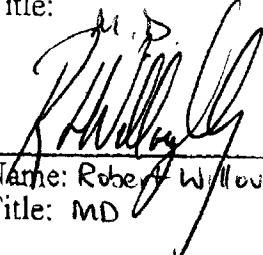
Title:

CREDIT SUISSE FIRST BOSTON,  
as Security Trustee,

by:

  
\_\_\_\_\_  
Name: Cheryl Hutchinson  
Title:

by:

  
\_\_\_\_\_  
Name: Robert Willoughby  
Title: MD

COPYRIGHTS

None.



LICENSES

None.

Patent Applications & Patent Assignments\*

BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
AT/K	13515/US	CSU	GRA	US	06/407523	12.08.1982	4401503	30.08.1983	12.08.2002	CGUS
AT/K	14748/US	CGC	GRA	US	06/574823	30.01.1984	4476292	09.10.1984	30.01.2004	CGUS
AT/K	15081/US	CGC	GRA	US	06/653417	24.09.1984	4540750	10.09.1985	24.09.2004	CGUS
AT/K	15309/US	CGC	GRA	US	06/847371	02.04.1986	4659779	21.04.1987	02.04.2006	CGUS
AT/K	15309/US/2	CGC	GRA	US	07/002358	02.04.1986	4713432	15.12.1987	02.04.2006	CGUS
AT/K	15309/US/3	CGC	GRA	US	07/002355	02.04.1986	4734332	29.03.1988	02.04.2006	CGUS
AT/K	15309/US/4	CGC	GRA	US	06/847365	02.04.1986	4701378	20.10.1987	02.04.2006	CGUS
AT/K	15725/US/2	CGC	GRA	US	07/110163	16.01.1987	4801660	31.01.1989	16.01.2007	CGUS
AT/K	16100/US	CGC	GRA	US	07/095725	14.09.1987	4866133	12.09.1989	14.09.2007	CGUS
AT/K	16172/US/3	CSU	GRA	US	07/479223	09.11.1987	4963636	16.10.1990	09.11.2007	CGUS
AT/K	16239/US/2	CSU	GRA	US	07/287581	09.12.1987	4952645	28.08.1990	09.12.2007	CGUS
AT/K	16658/US/4	CGC	GRA	US	07/823513	17.08.1988	5278257	11.01.1994	11.01.2011	CGUS
AT/K	16819/US	CSU	GRA	US	07/279884	05.12.1988	4920182	24.04.1990	05.12.2008	CGUS
AT/K	17026/US	CSU	GRA	US	07/190796	06.05.1988	4916173	10.04.1990	06.05.2008	CGUS
AT/K	17093/US	CGC	GRA	US	07/368452	19.06.1989	5208110	04.05.1993	04.05.2010	CGUS
AT/K	17121/US	CSU	GRA	US	07/376796	07.07.1989	4933392	12.06.1990	07.07.2009	CGUS
AT/K	17148/US/2	CGC	GRA	US	07/766883	25.07.1989	5202390	13.04.1993	13.04.2010	CGUS
AT/K	17268/US	CSU	GRA	US	07/420193	12.10.1989	4977214	11.12.1990	12.10.2009	CGUS
AT/K	17268/US/2	CGC	GRA	US	07/592720	12.10.1989	5021513	04.06.1991	12.10.2009	CGUS
AT/K	17367/US/3	CGC	GRA	US	07/914488	15.12.1989	5270120	14.12.1993	14.12.2010	CGUS
AT/K	17445/US	CGC	GRA	US	07/471574	29.01.1990	5030698	09.07.1991	29.01.2010	CGUS
AT/K	17466/US	CGC	GRA	US	07/481424	16.02.1990	5140069	18.08.1992	16.02.2010	CGUS
AT/K	17478/US/2	CGC	GRA	US	07/684550	02.03.1990	5171769	15.12.1992	02.03.2010	CGUS
AT/K	17499/US	CGC	GRA	US	07/490815	08.03.1990	4997951	05.03.1991	08.03.2010	CGUS
AT/K	17499/US/2	CGC	GRA	US	07/628735	08.03.1990	5152862	06.10.1992	08.03.2010	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
AT/K	17582/US/2	CGC	GRA	US	07/783701	10.05.1990	5525400	11.06.1996	11.06.2013	CGUS
AT/K	17582/US/3	CSU	GRA	US	08/611915	10.05.1990	5702557	30.12.1997	30.12.2014	CGUS
AT/K	17808/US/3	CSU	GRA	US	08/437737	24.10.1990	5573889	12.11.1996	12.11.2013	CGUS
AT/K	17808/US/4	CSU	GRA	US	08/592899	24.10.1990	5645973	08.07.1997	08.07.2014	CGUS
AT/K	18556/US	CGC	GRA	US	07/660510	25.02.1991	5198065	30.03.1993	25.02.2011	CGUS
AT/K	18596/US/2	CGC	GRA	US	08/303563	25.03.1992	5476749	19.12.1995	19.12.2012	CGUS
AT/K	18601/US	CGC	GRA	US	07/861705	01.04.1992	5274054	28.12.1993	01.04.2012	CGUS
AT/K	18632/US	CGC	GRA	US	07/875880	29.04.1992	5237036	17.08.1993	29.04.2012	CGUS
AT/K	18655/US/2	CSU	GRA	US	08/339448	12.05.1992	5674623	07.10.1997	07.10.2014	CGUS
AT/K	18667/US/2	CGC	GRA	US	08/231953	01.06.1992	5487966	30.01.1996	30.01.2013	CGUS
AT/K	18692/US/2	CGC	GRA	US	08/284729	24.06.1992	5451616	19.09.1995	19.09.2012	CGUS
AT/K	18692/US/3	CSU	GRA	US	08/443949	24.06.1992	5620553	15.04.1997	15.04.2014	CGUS
AT/K	18945/US/2	CSU	GRA	US	08/342955	21.01.1993	6043323	28.03.2000	28.03.2017	CGUS
AT/K	18945/USA	CSU	PEN	US	09/483057	21.01.1993			21.01.2013	CGUS
AT/K	19183/US	CGC	GRA	US	08/096136	22.07.1993	5340900	23.08.1994	22.07.2013	CGUS
AT/K	19307/US	CGC	GRA	US	08/129703	30.09.1993	5342867	30.08.1994	30.09.2013	CGUS
AT/K	19309/US	CGC	GRA	US	08/129701	30.09.1993	5451345	19.09.1995	30.09.2013	CGUS
AT/K	19400/US	CGC	GRA	US	08/166767	14.12.1993	5476748	19.12.1995	14.12.2013	CGUS
AT/K	19402/US	CGC	GRA	US	08/166763	14.12.1993	5449704	12.09.1995	14.12.2013	CGUS
AT/K	19411/US	CGC	GRA	US	08/169938	20.12.1993	5468886	21.11.1995	20.12.2013	CGUS
AT/K	19411/US/2	CSU	GRA	US	08/517888	20.12.1993	5599651	04.02.1997	04.02.2014	CGUS
AT/K	19480/US	CGC	GRA	US	08/200982	24.02.1994	5470689	28.11.1995	24.02.2014	CGUS
AT/K	19641/US	CGC	GRA	US	08/286061	04.08.1994	5495029	27.02.1996	04.08.2014	CGUS
AT/K	19641/US/2	CSU	GRA	US	08/552643	04.08.1994	5658712	19.08.1997	19.08.2014	CGUS
AT/K	19657/US	CGC	GRA	US	08/292654	18.08.1994	5461088	24.10.1995	18.08.2014	CGUS
AT/K	19657/US/2	CSU	GRA	US	08/449172	15.06.1994	5629133	12.05.1997	19.08.2014	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
AT/K	19678/US	CSU	GRA	US	08/834404	12.09.1994	5783615	21.07.1998	21.07.2015	CGUS
AT/K	19678/US/2	CSU	GRA	US	08/304464	12.09.1994	5605941	25.02.1997	12.09.2014	CGUS
AT/K	19678/US/3	CSU	GRA	US	08/555821	12.09.1994	5705316	06.01.1998	06.01.2015	CGUS
AT/K	19678/US/4	CSU	GRA	US	08/689747	12.09.1994	5783712	21.07.1998	21.07.2015	CGUS
AT/K/7	19843/US	CSU	GRA	US	08/377720	24.01.1995	5897028	27.04.1999	24.01.2015	CGUS
AT/K	20040/US	CSU	GRA	US	08/944672	27.07.1994	5908901	01.06.1999	27.07.2014	CGUS
AT/K	20040/US/2	CSU	GRA	US	08/586840	27.07.1994	5708120	13.01.1998	13.01.2015	CGUS
AT/K	20307/US/2	CSU	PEN	US	08/860762	18.01.1996			18.01.2016	CGUS
AT/K	20369/US	CSU	GRA	US	08/611914	06.03.1996	5783358	21.07.1998	06.03.2016	CGUS
AT/K	20694/US	CSU	GRA	US	09/091452	10.12.1996	5989475	23.11.1999	10.12.2016	CGUS
AT/K	20795/US/2	CSU	GRA	US	08/820822	19.03.1997	5859096	12.01.1999	19.03.2017	CGUS
AT/K	20969/US	CSU	PEN	US	09/230172	14.07.1997			14.07.2017	CGUS
AT/K	20981/US	CSU	GRA	US	08/901303	28.07.1997	5972563	26.10.1999	28.07.2017	CGUS
AT/K	21048/US	CSU	GRA	US	08/999527	17.07.1997	5942182	24.08.1999	17.07.2017	CGUS
AT/K	21086/US/2	CSU	PEN	US	08/947997	09.10.1997			09.10.2017	CGUS
AT/K	21126/US	CSU	PEN	US	09/077048	18.11.1996			18.11.2016	CGUS
AT/K	21127/USA	CSU	PEN	US	09/077049	18.11.1996			18.11.2016	CGUS
AT/K	21232/US	CSU	PEN	US	09/022754	12.02.1998			12.02.2018	CGUS
AT/K	21274/US	CSU	PEN	US	09/040989	18.03.1998			18.03.2018	CGUS
AT/K	21389/US/2	CSU	PEN	US	09/115085	14.07.1998			14.07.2018	CGUS
AT/K	21390/US/2	CSU	PEN	US	09/115086	14.07.1998			14.07.2018	CGUS
AT/K	21399/US	CSU	PEN	US	09/124553	29.07.1998			29.07.2018	CGUS
AT/K	21430/US	CSU	PEN	US	09/181163	28.10.1998			28.10.2018	CGUS
AT/K	21436/US/2	CSU	GRA	US	08/201146	01.05.1991	5437964	01.08.1995	01.08.2012	CGUS
AT/K	21436/US/3	CSU	GRA	US	08/230444	01.05.1991	5510226	23.04.1996	23.04.2013	CGUS
AT/K	21437/US	CSU	GRA	US	08/231353	27.02.1991	5506087	09.04.1996	09.04.2013	CGUS
AT/K	21438/US	CSU	GRA	US	08/266829	27.06.1994	5494618	27.02.1996	27.06.2014	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
AT/K	21438/US/2	CSU	GRA	US	08/463086	27.06.1994	5705116	06.01.1998	27.06.2014	CGUS
AT/K	21462/US/2	CSU	PEN	US	09/190973	12.11.1998			12.11.2018	CGUS
AT/K	21490/US	CSU	PEN	US	09/234250	20.01.1999			20.01.2019	CGUS
AT/K	21514/US	CSU	PEN	US	09/039765	16.03.1998			16.03.2018	CGUS
AT/K	21517/US	CSU	PEN	US	09/050279	30.03.1998			30.03.2018	CGUS
AT/K	21524/US	CSU	PEN	US	09/055832	06.04.1998			06.04.2018	CGUS
AT/K	21820/US/2	CSU	PEN	US	09/334086	16.06.1999			16.06.2019	CGUS
AT/K	21835/US	CSU	GRA	US	08/224503	02.10.1991	5514519	07.05.1996	01.02.2011	CGUS
AT/K	21835/US/2	CSU	GRA	US	08/643790	02.10.1991	5677107	14.10.1997	01.02.2011	CGUS
AT/K	21835/US/5	CSU	GRA	US	08/893835	02.10.1991	5942370	24.08.1999	02.10.2011	CGUS
AT/K	21841/US	CSU	GRA	US	07/649100	01.02.1991	5230986	27.07.1993	01.02.2011	CGUS
AT/K	21854/US	CSU	PEN	US	09/418609	15.10.1999			15.10.2019	CGUS
AT/K	22133/US	CSU	PEN	US	00/167776	29.11.1999			29.11.2000	CGUS
AT/K	22162/US	CSU	PEN	US	00/181052	05.02.2000			05.02.2001	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
EM/K	13478/US	CGC	GRA	US	06/393894	30.06.1982	4392930	12.07.1983	30.06.2002	CGUS
EM/K	13559/US/2	CGC	GRA	US	06/573098	07.09.1982	4544623	01.10.1985	01.10.2002	CGUS
EM/K	13730/US	CGC	GRA	US	06/4449023	13.12.1982	4463147	31.07.1984	13.12.2002	CGUS
EM/K	13924/US/2	CGC	GRA	US	06/745748	09.05.1983	4666292	07.04.1987	07.04.2004	CGUS
EM/K	14511/US/4	CSU	GRA	US	07/251995	16.07.1984	4923520	08.05.1990	08.05.2007	CGUS
EM/K7	14585/US	CSU	GRA	US	06/648198	07.09.1984	4559896	24.12.1985	07.09.2004	CGUS
EM/K	14765/US	CGC	GRA	US	06/698952	06.02.1985	4624912	25.11.1986	06.02.2005	CGUS
EM/K	14766/US/3	CGC	GRA	US	07/870156	06.02.1985	5371115	06.12.1994	06.12.2011	CGUS
EM/K	14766/US/4	CGC	GRA	US	08/292658	06.02.1985	5494944	27.02.1996	27.02.2013	CGUS
EM/K	14785/US	CGC	GRA	US	06/708998	07.03.1985	4632900	30.12.1986	07.03.2005	CGUS
EM/K	15103/US	CGC	GRA	US	06/780160	26.09.1985	4668718	26.05.1987	26.09.2005	CGUS
EM/K	15281/US	CGC	GRA	US	06/831685	21.02.1986	4681923	21.07.1987	21.02.2006	CGUS
EM/K	15354/US	CGC	GRA	US	06/867113	27.05.1986	5082952	21.01.1992	21.01.2009	CGUS
EM/K7	15586/US/2	CSU	GRA	US	07/243181	03.11.1986	4848533	18.07.1989	03.11.2006	CGUS
EM/K	15865/US/2	CGC	GRA	US	07/403845	27.04.1987	4992488	12.02.1991	12.02.2008	CGUS
EM/K	15871/US	CGC	GRA	US	07/045022	30.04.1987	4849320	18.07.1989	30.04.2007	CGUS
EM/K	16036/US/2	CGC	GRA	US	07/445134	30.07.1987	5079129	07.01.1992	07.01.2009	CGUS
EM/K	16036/US/4	CGC	GRA	US	07/947899	30.07.1987	5300380	05.04.1994	05.04.2011	CGUS
EM/K	16142/US/3	CGC	GRA	US	07/629099	14.10.1987	5080998	14.01.1992	14.01.2009	CGUS
EM/K7	16353/US	CSU	GRA	US	07/159982	24.02.1988	4879968	14.11.1989	24.02.2008	CGUS
EM/K	16431/US/2	CGC	GRA	US	07/434599	04.04.1988	5002858	26.03.1991	04.04.2008	CGUS
EM/K	16498/US	CSU	GRA	US	07/202739	03.06.1988	4957946	18.09.1990	03.06.2008	CGUS
EM/K	16498/US/4	CGC	GRA	US	08/046350	03.06.1988	5371259	06.12.1994	06.12.2011	CGUS
EM/K	16498/US/5	CSU	GRA	US	08/310452	03.06.1988	5665500	15.10.1996	15.10.2013	CGUS
EM/K	16506/US	CGC	GRA	US	07/202755	03.06.1988	5124233	23.06.1992	23.06.2009	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
EM/K	16531/US	CSU	GRA	US	07/208524	20.06.1988	4978604	18.12.1990	20.06.2008	CGUS
EM/K	16559/US	CGC	GRA	US	06/314014	22.10.1981	4456657	26.05.1984	22.10.2001	CGUS
EM/K	16560/US	CGC	GRA	US	06/705726	12.11.1982	4756756	12.07.1988	12.07.2005	CGUS
EM/K	16561/US	CGC	GRA	US	06/614760	29.05.1984	4541894	17.09.1985	29.05.2004	CGUS
EM/K	16562/US/3	CGC	GRA	US	07/078166	29.10.1984	4799996	24.01.1989	24.01.2006	CGUS
EM/K	16609/US	CGC	GRA	US	07/221846	20.07.1988	4994346	19.02.1991	20.07.2008	CGUS
EM/K7	16729/US	CSU	GRA	US	07/252302	03.10.1988	4926789	22.05.1990	03.10.2008	CGUS
EM/K	16741/US	CGC	GRA	US	07/258544	17.10.1988	4992572	12.02.1991	17.10.2008	CGUS
EM/K	16865/US	CGC	GRA	US	07/297372	17.01.1989	4861438	29.08.1989	17.01.2009	CGUS
EM/K	17226/US	CGC	GRA	US	07/408860	18.09.1989	5098527	24.03.1992	18.09.2009	CGUS
EM/K	17339/US	CGC	GRA	US	07/439724	20.11.1989	5073478	17.12.1991	20.11.2009	CGUS
EM/K	17421/US	CGC	GRA	US	07/462252	09.01.1990	5013814	07.05.1991	09.01.2010	CGUS
EM/K	17421/US/2	CGC	GRA	US	07/638602	09.01.1990	5247113	21.09.1993	21.09.2010	CGUS
EM/K	17508/US	CGC	GRA	US	07/496557	19.03.1990	5130406	14.07.1992	19.03.2010	CGUS
EM/K	17508/US/2	CGC	GRA	US	07/874782	19.03.1990	5179179	12.01.1993	19.03.2010	CGUS
EM/K	17508/US/3	CGC	GRA	US	07/931755	19.03.1990	5366947	22.11.1994	22.11.2011	CGUS
EM/K	17614/US	CSU	GRA	US	07/532533	04.06.1990	5073233	17.12.1991	04.06.2010	CGUS
EM/K	17624/US	CGC	GRA	US	07/537394	13.06.1990	5153101	06.10.1992	13.06.2010	CGUS
EM/K	17624/US/2	CGC	GRA	US	07/916933	13.06.1990	5286611	15.02.1994	15.02.2011	CGUS
EM/K7	17779/US	CSU	GRA	US	07/590902	01.10.1990	5113785	19.05.1992	01.10.2010	CGUS
EM/K	17800/US	CGC	GRA	US	07/601162	22.10.1990	5112440	12.05.1992	22.10.2010	CGUS
EM/K7	17952/US	CSU	GRA	US	07/647322	29.01.1991	5113701	19.05.1992	29.01.2011	CGUS
EM/K	18470/US/3	CGC	GRA	US	08/304643	16.12.1991	5501942	26.03.1996	26.03.2013	CGUS
EM/K	18470/US/4	CSU	GRA	US	08/568092	16.12.1991	5691006	25.11.1997	25.11.2014	CGUS
EM/K	18604/US	CGC	GRA	US	07/863638	06.04.1992	5296567	22.03.1994	06.04.2012	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
EMIK7	18616/US/2	CSU	GRA	US	07/908604	15.04.1991	5236746	17.08.1993	15.04.2011	WEND
EMIK	18619/US	CGC	GRA	US	07/872745	22.04.1992	5290624	01.03.1994	22.04.2012	CGUS
EMIK	18619/US/2	CGC	GRA	US	08/159389	22.04.1992	5399416	21.03.1995	22.04.2012	CGUS
EMIK7	18843/US	CSU	GRA	US	07/973479	09.11.1992	5368643	29.11.1994	09.11.2012	CGUS
EMIK7	18849/US	CSU	GRA	US	07/973469	09.11.1992	5339537	23.08.1994	09.11.2012	CGUS
EMIK	18863/US/3	CSU	GRA	US	08/240791	23.11.1992	5552459	03.09.1996	03.09.2013	CGUS
EMIK	18965/US	CGC	GRA	US	08/011930	01.02.1993	5344635	06.09.1994	01.02.2013	CGUS
EMIK	18966/US/3	CSU	PEN	US	08/449183	01.02.1993			01.02.2013	CGUS
EMIK	19163/US	CGC	GRA	US	08/091803	14.07.1993	5374697	20.12.1994	14.07.2013	CGUS
EMIK7	19238/US	CSU	GRA	US	08/109282	19.08.1993	5462599	31.10.1995	19.08.2013	CGUS
EMIK7	19264/US	CSU	PEN	US	08/115530	02.09.1993				ZUMS
EMIK	19298/US/2	CSU	GRA	US	08/529467	22.09.1993	5637148	10.06.1997	10.06.2014	ZUMS
EMIK7	19595/US	CSU	GRA	US	08/259641	14.06.1994	5567237	22.10.1996	14.06.2014	CGUS
EMIK	19600/US	CSU	PEN	US	08/268094	28.06.1994				CGUS
EMIK	19601/US	CSU	GRA	US	08/268095	28.06.1994	5576399	19.11.1996	28.06.2014	CGUS
EMIK	19601/US/2	CSU	PEN	US	08/652394	28.06.1994			28.06.2014	CGUS
EMIK	19602/US/2	CSU	GRA	US	08/714633	28.06.1994	5942371	24.08.1999	28.06.2014	CGUS
EMIK	19602/US/3	CSU	GRA	US	09/320919	28.06.1994	6045972	04.04.2000	04.04.2017	CGUS
EMIK	19614/US	CSU	PEN	US	09/002847	08.07.1994			08.07.2014	CGUS
EMIK	19614/US/3	CSU	GRA	US	08/647077	08.07.1994	5705541	06.01.1998	06.01.2015	CGUS
EMIK	19995/US/2	CSU	GRA	US	08/757391	07.06.1995	5939242	17.08.1999	17.08.2016	CGUS
EMIK	20010/US	CSU	GRA	US	08/738561	28.10.1996	5872163	16.02.1999	28.10.2016	CGUS
EMIK	20010/US/2	CSU	GRA	US	09/184537	28.10.1996	6030713	29.02.2000	28.10.2016	CGUS
EMIK	20010/US/4	CSU	PEN	US	08/765723	17.06.1995			17.06.2015	CGUS
EMIK	20281/US	CSU	PEN	US	08/573767	18.12.1995			18.12.2015	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
EM/K	20310/US/2	CSU	PEN	US	08/820726	22.01.1996			22.01.2016	CGUS
EM/K	20310/US/3	CSU	PEN	US	08/589435	22.01.1996			22.01.2016	CGUS
EM/K	20396/US	CSU	GRA	US	09/048821	27.03.1996	6001902	14.12.1999	27.03.2016	CGUS
EM/K	20646/US	CGC	GRA	US	08/615145	14.03.1996	5739187	14.04.1998	14.03.2016	?
EM/K	20664/US	CSU	PEN	US	09/077484	19.11.1996			19.11.2016	CGUS
EM/K	20936/US	CSU	PEN	US	09/214053	17.06.1997			17.06.2017	CGUS
EM/K7	21151/US	CSU	GRA	US	08/991523	16.12.1997	5908668	01.06.1999	16.12.2017	ZUMS
EM/K7	21249/US	CSU	PEN	US	09/035310	05.03.1998			05.03.2018	ZUMS
EM/K7	21313/US	CSU	PEN	US	09/060688	15.04.1998			15.04.2018	ZUMS
EM/K7	21314/US	CSU	PEN	US	09/060690	15.04.1998			15.04.2018	ZUMS
EM/K	21348/US	CSU	PEN	US	09/075638	11.05.1998			11.05.2018	CGUS
EM/K	21375/US	CSU	PEN	US	09/100005	17.06.1998			17.06.2018	CGUS
EM/K	21375/USA	CSU	PEN	US	09/465866	17.06.1998				CGUS
EM/K7	21410/US	CSU	PEN	US	09/101095	09.01.1997			09.01.2017	CGUS
EM/K7	21561/US	CSU	PEN	US	09/303584	03.05.1999			03.05.2019	ZUMS
EM/K	22016/US	CGC	PEN	US	09/380449	07.03.1997			07.03.2017	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
CS/K	12390/US	CSU	GRA	US	06/155593	02.06.1980	4284574	18.08.1981	02.06.2000	CGUS
CS/K	12449/US	CGC	GRA	US	06/169053	15.07.1980	4921182	22.09.1981	15.07.2000	CGUS
CS/K	12533/US	CGC	GRA	US	06/187690	18.09.1980	4361594	30.11.1982	18.09.2000	CGUS
CS/K	12976/US/2	CGC	GRA	US	06/210890	23.07.1980	4348505	07.09.1982	23.07.2000	CGUS
CS/K	13115/US	CGC	GRA	US	06/310719	13.10.1981	4362863	07.12.1982	13.10.2001	CGUS
CS/K	13419/US	CGC	GRA	US	06/382053	26.05.1982	4414377	08.11.1983	26.05.2002	CGUS
CS/K	13695/US/2	CGC	GRA	US	06/419683	19.10.1981	4440914	03.04.1984	19.10.2001	CGUS
CS/K	13797/US	CGC	GRA	US	06/462820	01.02.1983	4436880	13.03.1984	01.02.2003	CGUS
CS/K	14635/US	CGC	GRA	US	06/548273	03.11.1983	4485221	27.11.1984	03.11.2003	CGUS
CS/K	14647/US/3	CGC	GRA	US	07/176579	01.11.1984	4845234	04.07.1989	04.07.2006	CGUS
CS/K	14874/US	CGC	GRA	US	06/730121	03.05.1985	4614674	30.09.1986	03.05.2005	CGUS
CS/K	15207/US	CGC	GRA	US	06/807566	11.12.1985	4668807	26.05.1987	11.12.2005	CGUS
CS/K	15672/US	CGC	GRA	US	06/939213	08.12.1986	4722983	02.02.1988	08.12.2006	CGUS
CS/K	16104/US	CGC	GRA	US	06/912722	29.09.1986	4737553	12.04.1988	29.09.2006	CGUS
CS/K	16488/US	CGC	GRA	US	07/195312	18.05.1988	4857607	15.08.1989	18.05.2008	CGUS
CS/K	16641/US/2	CGC	GRA	US	07/186753	19.08.1987	4845172	04.07.1989	12.04.2005	CGUS
CS/K	16746/US	CGC	GRA	US	07/258542	17.10.1988	4885354	05.12.1989	17.10.2008	CGUS
CS/K	17248/US	CSU	GRA	US	07/411949	25.09.1989	4973648	27.11.1990	25.09.2009	CGUS
CS/K	17249/US	CGC	GRA	US	07/411951	25.09.1989	5006626	09.04.1991	25.09.2009	CGUS
CS/K	17542/US	CGC	GRA	US	07/503399	02.04.1990	5019639	28.05.1991	02.04.2010	CGUS
CS/K	18010/US	CGC	GRA	US	07/674630	25.03.1991	5145944	08.09.1992	25.03.2011	CGUS
CS/K	18034/US/3	CGC	GRA	US	07/959863	08.04.1991	5278260	11.01.1994	08.04.2011	CGUS
CS/K	18109/US	CGC	GRA	US	07/706683	29.05.1991	5525685	11.06.1996	11.06.2013	CGUS
CS/K	18193/US/2	CGC	GRA	US	08/131272	07.08.1991	5321103	14.06.1994	07.08.2011	CGUS
CS/K	18478/US	CGC	GRA	US	07/805430	11.12.1991	5245048	14.09.1993	11.12.2011	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
CS/K	18479/US	CGC	GRA	US	07/804308	09.12.1991	5362835	08.11.1994	09.12.2011	CGUS
CSK	18593/US	CGC	GRA	US	07/856240	25.03.1992	5322907	21.06.1994	25.03.2012	CGUS
CS/K	18654/US	CGC	GRA	US	07/881587	12.05.1992	5262501	16.11.1993	12.05.2012	CGUS
CS/K	18741/US	CGC	GRA	US	07/738072	30.07.1991	5128491	07.07.1992	30.07.2011	CGUS
CS/K	18759/US	CGC	GRA	US	07/745569	15.08.1991	5117010	26.05.1992	15.08.2011	CGUS
CS/K	18759/US/3	CGC	GRA	US	07/930114	15.08.1991	5239093	24.08.1993	15.08.2011	CGUS
CS/K	18802/US	CGC	GRA	US	08/384793	28.09.1992	5457168	10.10.1995	10.10.2012	CGUS
CS/K	18802/US/2	CGC	GRA	US	07/952123	28.09.1992	5294683	15.03.1994	28.09.2012	CGUS
CS/K	18861/US	CGC	GRA	US	07/979011	20.11.1992	5420312	30.05.1995	20.11.2012	CGUS
CS/K	18925/US	CGC	GRA	US	08/000900	06.01.1993	5304662	19.04.1994	06.01.2013	CGUS
CS/K	19083/US	CSU	GRA	US	08/055656	30.04.1993	5342903	30.08.1994	30.04.2013	CGUS
CS/K	19349/US/3	CSU	GRA	US	08/613393	04.11.1993	5668227	16.09.1997	16.09.2014	CGUS
CS/K	19410/US/2	CGC	GRA	US	08/376539	16.12.1993	5470896	28.11.1995	16.12.2013	CGUS
CS/K	19578/US	CGC	GRA	US	08/250125	27.05.1994	5521261	28.05.1996	27.05.2014	CGUS
CS/K	19846/US	CSU	GRA	US	08/377719	24.01.1995	5543572	06.08.1996	24.01.2015	CGUS
CS/K	19854/US	CSU	GRA	US	08/630738	06.02.1995	6001428	14.12.1999	06.02.2015	CGUS
CS/K	20045/US	CSU	PEN	US	08/690373	27.07.1995			27.07.2015	CGUS
CS/K	20045/USA	CSU	PEN	US	09/456961	27.07.1995			27.07.2015	CGUS
CS/K	20056/US/2	CSU	GRA	US	08/779181	15.08.1995	5821318	13.10.1998	15.08.2015	CGUS
CS/K	20616/US/2	CSU	PEN	US	09/298572	17.10.1996			17.10.2016	CGUS
CS/K	20617/USA	CSU	PEN	US	09/016619	17.10.1996			17.10.2016	CGUS
CS/K	20732/US	CSU	GRA	US	08/211297	19.07.1993	5633341	27.05.1997	27.05.2014	CGUS
CS/K	20733/US/2	CSU	GRA	US	08/838765	28.06.1994	5844047	01.12.1998	28.06.2014	CGUS
CS/K	20735/US	CSU	PEN	US	09/101789	23.01.1997			23.01.2017	CGUS
CS/K	20774/US	CSU	PEN	US	09/142269	28.02.1997			28.02.2017	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
CS/K	20922/US	CSU	PEN	US	09/230395	21.06.1997			21.06.2017	CGUS
CS/K	20987/US	CSU	GRA	US	08/907285	06.08.1997	5955551	21.09.1999	06.08.2017	CGUS
CS/K	21226/USA	CSU	PEN	US	09/019636	06.02.1997			06.02.2018	CGUS
CS/K	21254/USA	CSU	PEN	US	09/035312	05.03.1998			05.03.2018	CGUS
CS/K	21323/US	CSU	PEN	US	09/070662	30.04.1998			30.04.2018	CGUS
CS/K	21346/US	CSU	PEN	US	09/075639	11.05.1998			11.05.2018	CGUS
CS/K	21378/US	CSU	PEN	US	09/100003	17.06.1998			17.06.2018	CGUS
CS/K	21387/US/2	CSU	PEN	US	09/298573	06.07.1998			06.07.2018	CGUS
CS/K	21409/US	CSU	PEN	US	09/124139	29.07.1998			29.07.2018	CGUS
CS/K	21428/US	CSU	PEN	US	09/177141	21.10.1998			21.10.2018	CGUS
CS/K	21501/US	CSU	PEN	US	09/248649	11.02.1999			11.02.2019	CGUS
CS/K	21585/US/2	CSU	PEN	US	09/334085	16.06.1999			16.06.2019	CGUS
CS/K	21852/US	CSU	PEN	US	09/421166	19.10.1999			19.10.2019	CGUS
SC/K	13092/US/2	CGC	GRA	US	06/267117	06.10.1980	4330859	18.05.1982	06.10.2000	CGUS
SC/K	13092/US/3	CGC	GRA	US	06/346358	06.10.1980	4500582	19.02.1985	19.02.2002	CGUS
SC/K	14319/US	CGC	GRA	US	06/466744	11.02.1983	4454347	12.06.1984	11.02.2003	CGUS
SC/K	14474/US	CGC	GRA	US	06/619751	11.06.1984	4608300	26.08.1986	11.06.2004	CGUS
SC/K	14558/US	CGC	GRA	US	06/642909	21.08.1984	4666954	19.05.1987	21.08.2004	CGUS
SC/K	14597/US	CGC	GRA	US	06/654342	25.09.1984	4540769	10.09.1985	25.09.2004	CGUS
SC/K	15071/US	CGC	GRA	US	06/773724	09.09.1985	4666997	19.05.1987	09.09.2005	CGUS
SC/K	15675/US	CGC	GRA	US	06/809444	16.12.1985	4689378	25.08.1987	16.12.2005	CGUS
SC/K	15875/US/2	CGC	GRA	US	07/059366	16.12.1985	4749767	07.06.1988	16.12.2005	CGUS
SC/K	15706/US	CGC	GRA	US	07/000255	02.01.1987	4826927	02.05.1989	02.01.2007	CGUS
SC/K	16272/US	CSU	GRA	US	06/948278	31.12.1986	5606013	25.02.1997	25.02.2014	CGUS
SC/K	16273/US	CGC	GRA	US	06/948279	31.12.1986	5614606	25.03.1997	25.03.2014	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
SC/K	16668/US/2	CGC	GRA	US	07/914158	22.08.1988	5352831	04.10.1994	04.10.2011	CGUS
SC/K	16668/US/3	CGC	GRA	US	08/412181	22.08.1988	5523362	04.06.1996	04.06.2013	CGUS
SC/K	16668/US/4	CGC	GRA	US	08/268091	22.08.1988	5424373	13.06.1995	13.06.2012	CGUS
SC/K	16807/US	CSU	GRA	US	07/279747	05.12.1988	4963300	16.10.1990	05.12.2008	CGUS
SC/K	17552/US	CGC	GRA	US	07/505097	03.04.1990	5013804	07.05.1991	03.04.2010	CGUS
SC/K	17642/US	CGC	GRA	US	07/541237	20.06.1990	5087688	11.02.1992	20.06.2010	CGUS
SC/K	17688/US/2	CGC	GRA	US	07/741389	30.07.1990	5132346	21.07.1992	30.07.2010	CGUS
SC/K	18058/US	CGC	GRA	US	07/693874	30.04.1991	5280069	18.01.1994	30.04.2011	CGUS
SC/K	18058/US/2	CGC	GRA	US	08/147705	30.04.1991	5362849	08.11.1994	08.11.2011	CGUS
SC/K	18060/US	CGC	GRA	US	07/694525	01.05.1991	5149841	22.09.1992	01.05.2011	CGUS
SC/K	18067/US	CGC	GRA	US	07/695856	06.05.1991	5130452	14.07.1992	06.05.2011	CGUS
SC/K	18086/US	CGC	GRA	US	07/699541	14.05.1991	5183869	02.02.1993	14.05.2011	CGUS
SC/K	18093/US	CGC	GRA	US	07/701264	16.05.1991	5359020	25.10.1994	25.10.2011	CGUS
SC/K	18246/US	CGC	GRA	US	07/756405	09.09.1991	5115005	19.05.1992	09.09.2011	CGUS
SC/K	18269/US	CGC	GRA	US	07/766467	26.09.1991	5229485	20.07.1993	26.09.2011	CGUS
SC/K	18533/US	CGC	GRA	US	07/832294	07.02.1992	5218060	08.06.1993	07.02.2012	CGUS
SC/K	18664/US/4	CSU	GRA	US	08/462438	03.06.1991	5637387	10.06.1997	10.06.2014	CGUS
SC/K	18665/US	CGC	GRA	US	07/709905	03.06.1991	5240981	31.08.1993	03.06.2011	CGUS
SC/K	18828/US/3	CGC	GRA	US	08/109415	25.10.1991	5331068	19.07.1994	25.10.2011	CGUS
SC/K	18830/US/2	CSU	GRA	US	08/449144	21.10.1992	5614126	25.03.1997	25.03.2014	CGUS
SC/K	19204/US	CSU	GRA	US	07/929837	13.11.1986	4742141	03.05.1988	13.11.2006	CGUS
SC/K	19205/US	CGC	GRA	US	07/134043	17.12.1987	4839440	13.06.1989	17.12.2007	CGUS
SC/K	19206/US/3	CSU	GRA	US	07/790023	17.12.1987	5206338	27.04.1993	27.04.2010	CGUS
SC/K	19207/US	CGC	GRA	US	07/319306	03.03.1989	4973649	27.11.1990	03.03.2009	CGUS
SC/K	19208/US	CGC	GRA	US	07/426850	26.10.1989	5053474	01.10.1991	26.10.2009	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
SC/K	19209/US	CGC	GRA	US	07/506744	10.04.1990	5122590	16.06.1992	10.04.2010	CGUS
SC/K	19210/US	CGC	GRA	US	07/598126	16.10.1990	5034503	23.07.1991	16.10.2010	CGUS
SC/K	19211/US	CGC	GRA	US	07/730537	16.07.1991	5198516	30.03.1993	16.07.2011	CGUS
SC/K	19212/US	CGC	GRA	US	08/104048	14.02.1992	5403907	04.04.1995	04.04.2012	CGUS
SC/K	19213/US/2	CSU	GRA	US	06/232253	09.01.1991	4413107	01.11.1993	09.01.2001	CGUS
SC/K	19214/US/3	CSU	GRA	US	07/544061	26.10.1987	5037923	06.08.1991	06.08.2008	CGUS
SC/K	19214/US/4	CSU	GRA	US	07/696706	26.10.1987	5124419	23.06.1992	23.06.2009	CGUS
SC/K	19215/US	CGC	GRA	US	07/864146	23.06.1988	5221723	22.06.1993	22.06.2010	CGUS
SC/K	19216/US/2	CSU	GRA	US	06/311998	23.10.1979	4385154	24.05.1993	24.05.2000	CGUS
SC/K	19217/US/2	CSU	GRA	US	07/420723	11.01.1988	4996285	26.02.1991	26.02.2008	CGUS
SC/K	19221/US	CGC	GRA	US	07/159911	24.02.1988	4849490	18.07.1989	24.02.2008	CGUS
SC/K	19222/US	CSU	GRA	US	07/159907	24.02.1988	4829138	09.05.1989	24.02.2008	CGUS
SC/K	19223/US	CSU	GRA	US	07/166501	10.03.1988	4847343	11.07.1989	10.03.2008	CGUS
SC/K	19224/US	CSU	GRA	US	07/166482	10.03.1988	4847344	11.07.1989	10.03.2008	CGUS
SC/K	19225/US	CGC	GRA	US	07/506743	10.04.1990	5122589	16.06.1992	10.04.2010	CGUS
SC/K	19227/US	CSU	GRA	US	07/202544	06.06.1988	4950728	21.08.1990	06.06.2008	CGUS
SC/K	19231/US	CGC	GRA	US	07/550047	09.07.1990	5086154	04.02.1992	09.07.2010	CGUS
SC/K	19232/US	CSU	GRA	US	07/727539	09.07.1991	5994432	30.11.1999	30.11.2016	CGUS
SC/K	19233/US	CGC	GRA	US	08/122600	03.04.1992	5470920	28.11.1995	28.11.2012	CGUS
SC/K	19281/US	CGC	GRA	US	06/789678	21.10.1985	4604452	05.08.1986	21.10.2005	CGUS
SC/K	19282/US	CGC	GRA	US	06/789679	21.10.1985	4608434	26.08.1986	21.10.2005	CGUS
SC/K	19283/US	CGC	GRA	US	06/880529	30.06.1986	4709008	24.11.1987	30.06.2006	CGUS
SC/K	19284/US	CGC	GRA	US	06/904610	08.09.1986	4740584	26.04.1988	08.09.2006	CGUS
SC/K	19285/US/2	CGC	GRA	US	07/769356	24.11.1986	5284968	08.02.1994	08.02.2011	CGUS
SC/K	19285/US/3	CSU	GRA	US	07/581778	24.11.1986	5162574	10.11.1992	10.11.2009	CGUS

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BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
SC/K	19285/US/4	CGC	GRA	US	07/210175	24.11.1986	4839442	13.06.1989	24.11.2006	CGUS
SC/K	19285/US/6	CGC	GRA	US	08/154642	24.11.1986	5240342	30.05.1995	30.05.2012	CGUS
SC/K	19286/US/2	CGC	GRA	US	07/269862	04.05.1987	4940848	10.07.1990	10.07.2007	CGUS
SC/K	19288/US	CGC	GRA	US	07/078037	27.07.1987	4785075	15.11.1988	27.07.2007	CGUS
SC/K	19288/US/2	CGC	GRA	US	07/228469	27.07.1987	4847233	11.07.1989	27.07.2007	CGUS
SC/K	19289/US	CGC	GRA	US	07/347251	03.05.1989	4931545	05.06.1990	03.05.2009	CGUS
SC/K	19290/US	CGC	GRA	US	07/501231	29.03.1990	5068309	26.11.1991	29.03.2010	CGUS
SC/K	19290/US/2	CGC	GRA	US	07/744065	29.03.1990	5149863	22.09.1992	29.03.2010	CGUS
SC/K	19291/US	CGC	PEN	US	07/811748	23.12.1991				CGUS
SC/K	19292/US	CGC	PEN	US	07/779844	21.10.1991				CGUS
SC/K	19530/US	CGC	GRA	US	08/045395	09.04.1993	5412065	02.05.1995	09.04.2013	CGUS
SC/K	19530/US/2	CGC	GRA	US	08/175817	30.12.1993	5478915	26.12.1995	30.12.2013	CGUS
SC/K	19666/US	CGC	GRA	US	08/301468	07.09.1994	5506313	09.04.1996	07.09.2014	CGUS
SC/K	19873/US	CGC	PEN	US	08/204019	28.02.1994				CGUS
SC/K	19873/US/2	CGC	GRA	US	08/371645	28.02.1994	5503936	02.04.1996	28.02.2014	CGUS
SC/K/7	20229/US	CSU	GRA	US	08/256376	13.01.1993	5512372	30.04.1996	30.04.2013	CGUS
SC/K	20563/US	CGC	GRA	US	08/527132	12.09.1995	5591811	07.01.1997	12.09.2015	CGUS
SC/K	20976/US	CSU	PEN	US	09/230410	16.07.1997			16.07.2017	CGUS
SC/K	21065/US/2	CSU	GRA	US	07/021151	10.09.1985	32745	06.09.1988	10.09.2005	CGUS
SC/K	21066/US	CSU	GRA	US	08/150975	20.05.1991	5443911	22.08.1995	22.08.2012	CGUS
SC/K	21067/US	CSU	GRA	US	07/376875	07.07.1989	5021484	04.06.1991	07.07.2009	CGUS
SC/K	21068/US	CSU	GRA	US	07/791817	18.11.1991	5200452	06.04.1993	18.11.2011	CGUS
SC/K	21439/US	CSU	GRA	US	06/610896	16.05.1984	4528359	09.07.1985	16.05.2004	CGUS
SC/K	21440/US/4	CSU	GRA	US	06/316586	19.05.1971	4394496	19.07.1983	19.07.2000	CGUS
SC/K	21441/US/3	CSU	GRA	US	07/170211	21.07.1983	4800215	24.01.1989	24.01.2006	CGUS

[NYCORP:1078539.3.4236A:06/29/00-9.36a]

## Patent Applications &amp; Patent Assignments\*

BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
SC/K	21442/US	CSU	GRA	US	06/737591	05.10.1984	4604317	05.08.1986	05.10.2004	CGUS
SC/K	21443/US	CSU	GRA	US	06/829361	14.02.1986	4672103	09.06.1987	14.02.2006	CGUS
SC/K	21444/US/2	CSU	GRA	US	07/626597	29.01.1990	5136110	04.08.1992	29.01.2010	CGUS
SC/K	21444/US/3	CSU	GRA	US	08/336597	29.01.1990	5541282	30.07.1996	30.07.2013	CGUS
SC/K	21444/US/4	CSU	GRA	US	07/922450	29.01.1990	5382710	17.01.1995	17.01.2012	CGUS
SC/K	21445/US	CSU	GRA	US	06/812476	09.09.1985	4661644	28.04.1987	09.09.2005	CGUS
SC/K	21445/US/3	CSU	GRA	US	06/773685	09.09.1985	4621159	04.11.1986	09.09.2005	CGUS
SC/K	21446/US	CSU	GRA	US	06/831400	20.02.1986	4654447	31.03.1987	20.02.2006	CGUS
SC/K	21448/US/2	CSU	GRA	US	07/259449	15.09.1986	4895755	23.01.1990	23.01.2007	CGUS
SC/K	21449/US	CSU	GRA	US	06/896480	13.08.1986	4731423	15.03.1988	13.08.2006	CGUS
SC/K	21450/US	CSU	GRA	US	07/440149	14.04.1986	4975500	04.12.1990	04.12.2007	CGUS
SC/K	21450/US/2	CSU	GRA	US	07/549177	14.04.1986	5028668	02.07.1991	02.07.2008	CGUS
SC/K	21450/US/3	CSU	GRA	US	06/851996	14.04.1986	4914185	03.04.1990	03.04.2007	CGUS
SC/K	21450/US/4	CSU	GRA	US	07/652845	14.04.1986	5098963	24.03.1992	24.03.2009	CGUS
SC/K	21451/US	CSU	GRA	US	06/858473	30.04.1986	4684752	04.08.1987	30.04.2006	CGUS
SC/K	21452/US	CSU	GRA	US	07/434150	13.11.1989	4978809	18.12.1990	13.11.2009	CGUS
SC/K	21453/US	CSU	GRA	US	07/300460	23.01.1989	4892925	09.01.1990	23.01.2009	CGUS
SC/K	21454/US	CSU	GRA	US	06/829364	14.02.1986	4684700	04.08.1987	05.08.2003	CGUS
SC/K	21455/US/2	CSU	GRA	US	06/489194	09.03.1981	4447856	08.05.1984	08.05.2001	CGUS
SC/K	21456/US	CSU	GRA	US	06/251827	05.04.1981	4410735	18.10.1983	06.04.2001	CGUS
SC/K	21457/US	CSU	GRA	US	06/248384	27.03.1981	4397765	09.08.1983	27.03.2001	CGUS
SC/K	21458/US	CSU	GRA	US	06/801360	25.11.1985	4661578	28.04.1987	25.11.2005	CGUS
SC/K	21459/US/2	CSU	GRA	US	06/716279	17.07.1984	4594291	10.06.1986	17.07.2004	CGUS
SC/K	21460/US	CSU	GRA	US	06/538033	30.09.1983	4474929	02.10.1984	30.09.2003	CGUS
SC/K	21993/US	CSU	PEN	US	09/267585	12.03.1999			12.09.2019	CGUS

[NYCORP:1078639.3:4236A:06/29/00--9:36a]



## Patent Applications &amp; Patent Assignments\*

BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
HE/K	12962/US/2	CGC	GRA	US	06/237198	23.02.1991	4401776	30.06.1993	23.02.2001	CGUS
HE/K	16790/US	CGC	GRA	US	07/273774	21.11.1988	4906722	06.03.1990	21.11.2008	CGUS
HE/K	16844/US/2	CGC	GRA	US	07/483149	16.12.1988	5030730	09.07.1991	16.12.2008	CGUS
HE/K	17294/US	CSU	GRA	US	07/266555	03.11.1988	4962178	09.10.1990	03.11.2008	CGUS
HE/K	17792/US	CGC	GRA	US	07/595918	11.10.1990	5149767	22.09.1992	11.10.2010	CGUS
HE/K	18011/US/2	CSU	GRA	US	07/952122	25.03.1991	5789482	04.08.1998	04.08.2015	CGUS
HE/K	18218/US	CGC	GRA	US	07/747594	20.08.1991	5272227	21.12.1993	20.08.2011	CGUS
HE/K	18791/US/3	CSU	GRA	US	08/303904	15.09.1992	5616633	01.04.1997	01.04.2014	CGUS
HE/K	19122/US	CSU	GRA	US	08/068376	27.05.1993	5391681	21.02.1995	27.05.2013	CGUS
HE/K	19133/US	CGC	GRA	US	08/080797	22.06.1993	5332781	26.07.1994	22.06.2013	CGUS
HE/K	19133/US/2	CGC	GRA	US	08/241212	22.06.1993	5426150	20.06.1995	22.06.2013	CGUS
HE/K	19149/US	CSU	PEN	US	08/391329	06.07.1993			06.07.2013	CGUS
HE/K	19364/US	CGC	GRA	US	08/154201	18.11.1993	5451362	19.09.1995	18.11.2013	CGUS
HE/K	19407/US	CGC	GRA	US	08/166749	14.12.1993	5505895	09.04.1996	14.12.2013	CGUS
HE/K7	19546/US	CSU	GRA	US	08/545746	25.04.1994	5703343	30.12.1997	30.12.2014	CGUS
HE/K7	19546/US/2	CSU	GRA	US	08/840561	25.04.1994	5847376	08.12.1998	25.04.2014	CGUS
HE/K7	19594/US	CSU	GRA	US	08/259642	14.06.1994	5523044	04.06.1996	14.06.2014	CGUS
HE/K7	19597/US	CSU	PEN	US	08/893399	11.07.1997			11.07.2017	ZUMS
HE/K	19805/US	CSU	PEN	US	08/358134	16.12.1994				CGUS
HE/K	19879/US	CGC	GRA	US	08/512044	07.03.1995	5597886	28.01.1997	07.03.2015	CGUS
HE/K	19879/US/2	CSU	GRA	US	08/715054	07.03.1995	5652322	29.07.1997	07.03.2015	CGUS
HE/K	19882/USA	CSU	PEN	US	08/999803	08.03.1995			08.03.2015	CGUS
HE/K	19943/US	CSU	GRA	US	08/432112	03.05.1995	5569734	29.10.1996	03.05.2015	CGUS
HE/K7	20363/USA	CSU	GRA	US	08/894451	24.02.1996	6029944	29.02.2000	24.02.2016	ZUMS
HE/K7	20366/US	CSU	GRA	US	08/894544	01.03.1996	5900204	04.05.1999	04.05.2016	CGUS

[NYCORP:1078639.3:4236A:06/29/00-9:36a]

## Patent Applications &amp; Patent Assignments\*

BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
HE/K	20477/US	CSU	GRA	US	08/973649	18.06.1996	5904888	18.05.1999	18.06.2016	CGUS
HE/K	20658/US	CSU	GRA	US	08/755382	21.11.1996	6037392	14.03.2000	21.11.2016	CGUS
HE/K	20658/US/2	CSU	PEN	US	09/390122	21.11.1996			21.11.2016	CGUS
HE/K	20811/US	CSU	PEN	US	08/832937	03.04.1997			03.04.2017	CGUS
HE/K	20904/US/2	CSU	PEN	US	08/876550	16.06.1997			16.06.2017	CGUS
HE/K	20930/US	CSU	PEN	US	09/376797	01.07.1997			01.07.2017	CGUS
HE/K	20930/US/2	CSU	GRA	US	08/886308	01.07.1997	5994475	30.11.1999	01.07.2017	CGUS
HE/K	21106/US	CSU	GRA	US	08/959502	28.10.1997	5906784	25.05.1999	28.10.2017	CGUS
HE/K	21405/US	CSU	GRA	US	09/137371	20.08.1998	6048946	11.04.2000	20.08.2018	CGUS
HE/K	21506/US	CSU	PEN	US	09/253162	19.02.1999			19.02.2019	CGUS
HE/K	21566/US/2	CSU	PEN	US	09/327859	08.06.1999			08.06.2019	CGUS

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## Patent Applications &amp; Patent Assignments\*

BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
HA/K	13708/US	CGC	GRA	US	06/447344	06.12.1982	4436892	13.03.1984	06.12.2002	CGUS

## Patent Applications &amp; Patent Assignments\*

BUS	PAT ID	Owner	STAT	COUN	Application No.	Application Date	Grant No.	Grant Date	Expiry Date	Attorney
K	11580/US/6	CGC	GRA	US	06/04/1979	06.02.1979	4424366	03.01.1984	03.01.2001	CGUS
K	12000/US/2	CGC	GRA	US	06/27/1955	20.08.1979	4417057	22.11.1983	22.11.2000	CGUS
K	12342/US	CSU	GRA	US	06/14/1976	30.04.1980	4284755	18.08.1981	30.04.2000	CGUS
K	12343/US	CGC	GRA	US	06/14/1966	01.05.1980	4298231	20.04.1982	28.04.2000	CGUS
K	12344/US	CGC	GRA	US	06/14/1956	28.04.1980	4326085	20.10.1981	01.05.2000	CGUS
K	12345/US	CGC	GRA	US	06/14/1967	01.05.1980	4338671	13.07.1982	01.05.2000	CGUS
K	12346/US	CSU	GRA	US	06/14/1981	06.05.1980	4284752	18.08.1981	08.05.2000	CGUS
K	12597/US	CGC	GRA	US	06/20/2021	29.10.1980	4332713	01.05.1982	28.10.2000	CGUS
K	12655/US	CGC	GRA	US	06/21/1308	08.12.1980	4367288	04.01.1983	08.12.2000	CGUS
K	13577/US	CGC	GRA	US	06/419690	20.09.1982	4412047	25.10.1983	20.09.2002	CGUS

\* Parents that are shaded in grey will remain held by their current owner; Patents that are not shaded will be assigned post-closing to Vanitico Inc.

Trademarks\*

Country	Trademark	International Classes	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Next renewal Due
United States of America	ACJUSTICK	17	Ciba Specialty Chemicals Corporation	74/583.536	07.10.1994	2.166.077	16.06.1998	16.06.2008
United States of America	ARACAST	1	Ciba Specialty Chemicals Corporation		02.10.1974	1.021.345	30.09.1975	30.09.2005
United States of America	ARADUR	1	Ciba Specialty Chemicals Corporation					
United States of America	ARAKOTE	1, 6	Ciba Specialty Chemicals Corporation		14.01.1981	1.250.736	13.09.1983	13.09.2003
United States of America	ARALDITE	1	Ciba Specialty Chemicals Corporation	75/305.125	09.06.1997	2.187.502	08.09.1998	08.09.2008
United States of America	ARALDITE	5	Ciba Specialty Chemicals Corporation		18.07.1946	442.483	19.04.1949	19.04.2009
United States of America	ARALDITE	1	Ciba Specialty Chemicals Corporation		18.07.1946	437.125	09.03.1948	09.03.2008
United States of America	ARATHANE		Ciba Specialty Chemicals Corporation		12.03.1987	1.980.878	05.02.1990	05.02.2000
United States of America	ARATHERM	9	Ciba Specialty Chemicals Corporation					
United States of America	ARATRONIC	1	Ciba Specialty Chemicals Corporation					
United States of America	AROXY		Ciba Specialty Chemicals Corporation			1.539.906	23.05.1989	23.05.2009
United States of America	AUTOLAM	1, 6	Ciba Specialty Chemicals Corporation		14.01.1981	1.235.949	03.05.1983	03.05.2003
United States of America	EPIBOND	5	Ciba Specialty Chemicals Corporation		28.01.1955	613.707	11.10.1955	11.10.2005
United States of America	EPOCAST	5	Ciba Specialty Chemicals Corporation		21.07.1954	612.844	27.09.1955	27.09.2005
United States of America	EPOSERT	1	Ciba Specialty Chemicals Corporation		25.03.1993	1.816.550	18.01.1994	18.01.2004

## Trademarks\*

Country	Trademark	International Classes	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Next renewal Due
United States of America	FASTWELD	1	Ciba Specialty Chemicals Corporation	75/603.950	11.12.1998			
United States of America	KERIMID	1	Ciba Specialty Chemicals Corporation	75/305.126	09.06.1997	2.285.953	19.10.1999	19.10.2009
United States of America	MATRIMID	6	Ciba Specialty Chemicals Corporation		12.11.1985	1.437.618	28.04.1987	28.04.2007
United States of America	PARTS IN MINUTES	1	Ciba Specialty Chemicals Corporation	75/065.563	29.02.1996	2.116.814	25.11.1997	25.11.2007
United States of America	PLASPREG	1	Ciba Specialty Chemicals Corporation		13.03.1967	850.820	18.06.1968	18.06.2008
United States of America	PRO-CAST		Ciba Specialty Chemicals Corporation			1.464.111	10.11.1987	10.11.2007
United States of America	PROBELEC	9	Ciba Specialty Chemicals Corporation	519.271/75	15.07.1998			
United States of America	PROBIMAGE		Ciba Specialty Chemicals Corporation	74/088.811	17.08.1990	1.773.326	25.05.1933	25.05.2003
United States of America	PROBIMER	1	Ciba Specialty Chemicals Corporation		24.02.1975	1.025.999	02.12.1975	02.12.2005
United States of America	PROBIMER	7	Ciba Specialty Chemicals Corporation	74/263.028	06.04.1992	1.791.293	07.09.1993	07.09.2003
United States of America	PROBIMER	1	Ciba Specialty Chemicals Corporation	75/263.027	06.04.1992	1.783.753	27.07.1993	27.07.2003
United States of America	PUR-FECT TOOL	1	Ciba Specialty Chemicals Corporation	75/864.316	30.10.1999			
United States of America	QUATREX		Ciba Specialty Chemicals Corporation			1.341.836	18.06.1985	18.06.2005
United States of America	REDUX	5	Ciba Specialty Chemicals Corporation		17.05.1944	410.213	14.11.1944	14.11.2004
United States of America	REN (Stylised)	6	Ciba Specialty Chemicals Corporation		12.08.1963	781.908	22.12.1964	22.12.2004
United States of America	REN (Stylised)	6	Ciba Specialty Chemicals Corporation		21.07.1958	678.703	19.05.1959	19.05.2009
United States of America	REN (Stylised)	1	Ciba Specialty Chemicals Corporation		29.09.1958	710.061	24.01.1961	24.01.2001
United States of America	REN (Stylised)		Ciba Specialty Chemicals Corporation			1.004.155	11.02.1975	11.02.2005

## Trademarks\*

Country	Trademark	International Classes	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Next renewal Due
United States of America	REN SHAPE	17	Ciba Specialty Chemicals Corporation	273.991775	14.04.1997	2.208.182	08.12.1998	08.12.2008
United States of America	REN SHAPE	12	Ciba Specialty Chemicals Corporation		25.04.1960	707.995	29.11.1960	29.11.2000
United States of America	REN SHAPE-EXPRESS	1	Ciba Specialty Chemicals Corporation	75/580.688	02.11.1999			
United States of America	REN-PATCH	17	Ciba Specialty Chemicals Corporation	305.129/75	09.07.1997	2.200.608	27.10.1998	27.10.2008
United States of America	REN-WELD	1, 17	Ciba Specialty Chemicals Corporation	75/131.014	07.08.1996	2.077.435	08.07.1997	08.07.2007
United States of America	REN:C:O-THANE	1	Ciba Specialty Chemicals Corporation		30.01.1974	1.004.158	11.02.1975	11.02.2005
United States of America	SILFLEX	1	Ciba Specialty Chemicals Corporation		25.02.1988	1.555.383	12.09.1989	12.09.2009
United States of America	TACTIX		Ciba Specialty Chemicals Holding Inc.			1.373.234	03.12.1985	03.12.2005
United States of America	URALANE		Ciba Specialty Chemicals Corporation			1.967.928	16.04.1996	16.04.2006
United States of America	WEARGUARD	6	Ciba Specialty Chemicals Corporation		20.03.1987	1.463.200	03.11.1987	03.11.2007
United States of America	WEARGUARD-FINE	6	Ciba Specialty Chemicals Corporation		20.03.1987	1.463.201	03.11.1987	03.11.2007

\* Trademarks that are shaded in grey will remain held by their current owner; Trademarks that are not shaded will be assigned post-closing to Vantico Inc.

## PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated December 14, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by: (1) Avanti No. 3 S.A., as borrower (the "*Borrower*"); (2) the banks from time to time party to the Credit Agreement (the "*Banks*"); (3) Credit Suisse First Boston of Five Cabot Square, London, England E14 4QR, as facility agent, with each successor facility agent (in such capacity, the "*Facility Agent*"), as issuing bank (in such capacity, the "*Issuing Bank*"), and as security trustee (in such capacity, the "*Security Trustee*"); and (4) Credit Suisse First Boston Aktiengesellschaft of Messeturm, 60308 Frankfurt, Federal Republic of Germany, as lead arranger (the "*Lead Arranger*") and (b) the Security Agreement (the "*Security Agreement*") dated as of May 31, 2000 among Avanti USA (Specialty Chemicals) Inc., as grantor (the "*Grantor*"), and Credit Suisse First Boston (the "*Security Trustee*"). Capitalized terms used but not defined herein have the meanings assigned in the Security Agreement.

The undersigned, an authorized officer of Avanti USA (Specialty Chemicals) Inc. (the "*Grantor*"), hereby certifies to the Security Trustee and the Banks as follows:

1. *Names.*

(a) The exact corporate name of the Grantor, as such name appears in its certificate of incorporation, is as follows: Avanti USA (Specialty Chemicals) Inc.

(b) Set forth below is each other corporate name the Grantor has had in the past five years, together with the date of the relevant change:

Avanti USA Inc., November 19, 1999 to February 7, 2000

(c) Except as set forth in Schedule 1 hereto, the Grantor has not changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by the Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years: n/a

(e) Set forth below is the Federal Taxpayer Identification Number of the Grantor:

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2. *Current Locations.*

(a) The chief executive office of the Grantor is located at the address set forth below:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
281 Fields Lane Brewster, NY 10509	Putnam	NY

(b) Set forth below are all locations where the Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "\*"):

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
281 Fields Lane Brewster, NY 10509	Putnam	New York
5121 San Fernando Rd. West Los Angeles, CA 90039	Los Angeles	California
4917 Dawn Avenue East Lansing, MI 48823-5091	Ingham	Michigan

(c) Set forth below are all the places of business of the Grantor not identified in paragraph (a) or (b) above:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
Ciba Road McIntosh, AL 36553	Washington	Alabama

(d) Set forth below are all the locations where the Grantor maintains any Collateral not identified above:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
Inland Star 3146 South Chestnut Ave. Fresno, CA 93725		California

Great Western Chemicals  
917 Lone Oak Ave., Suite 100  
Eagan, MN 55121

Minnesota

Reservoir Resources  
28 Lomar Park Dr.  
Pepperell, MA 01463

Massachusetts

Ciba Distribution Center  
4301 Crown Dr.  
Mobile, AL 36619

Alabama

Montreal Chemical Logistics  
2555 Dollard, P.O. Box 123  
Building 4, Section 3  
La Salle, Quebec H8N 3A9, Canada

Quebec,

Hisco, AZ  
1150 West Geneva  
Tempe, AZ 85282

Arizona

Amerex Chemical, Inc.  
117 East Frederick St.  
Binghamton, NY 13904

New York

Great Western Chemicals  
945 Ames Ave.  
Mitpitas, CA 95035

California

Great Western Chemicals  
880 Wharf St.  
Richmond, CA 94804

California

Brook Warehousing  
414 Avenue P  
Newark, NJ 07015

New Jersey

Delta Properties (John Beam Warehouse)  
1305 South Cedar St.  
Lansing, MI 48910

Michigan

Lansing Distribution Center  
5511 Enterprise Dr.  
Lansing, MI 48910

Michigan

(e) Set forth below are the names and locations of all persons other than the Grantor that have possession of any of the Collateral of the Grantor:

<u>Name</u>	<u>Location</u>	<u>County</u>
Via Systems	Pt. Claire, Quebec, Canada	
Coretec	Scarborough, Ontario, Canada	
Johnson-Mathey	Chipewa Falls, WI	
Johnson-Mathey	Buffalo, NY	
Johnson-Mathey	Roseville, MN	
A.W. Chesterton	Groveland, MA	
Allied Signal	La Crosse, WI	
American Safety Tech	Roseland, NJ	
Becker Powder	Grove City, OH	
Cytec Fiberite	Havre de Grace, MD	
Daubert Chemical	Chicago, IL	
Emerson & Cuming Inc.	Canton, MA	
Emerson & Cuming Spec. Poly.	Canton, MA	
Ferro Corp.	Nashville, TN	
Fiber Resin	Chatsworth, CA	
IFS Coatings	Gainesville, TX	
ITEN Industries	Ashtabula, OH	
Polyclad	Elk Grove, CA	
Polyclad	Franklin, NH	

Polyclad Laminates, Inc.

Santa Ana, CA

WW Polymers

Cleveland, OH

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantor and all Inventory has been acquired by the Grantor in the ordinary course of business.

4. *File Search Reports.* Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices for all jurisdictions where the Grantor maintains any property listed in Section 2 of this certificate. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where Collateral is located.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Stock Ownership and other Equity Interests.* Set forth below is a true and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interest of the Grantor and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests.

Stock

Record holder

100 shares of common stock, par value \$0.01

Avanti No. 3 S.A.

8. *Mortgage Filings.* With respect to the Mortgaged Property, set forth below is (a) the exact name of the person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (c) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Security Trustee to obtain a perfected security interest therein:

- (a) Ciba Specialty Chemicals Corporation;
- (b) Reserved;
- (c) Washington County, Alabama.

9. *Intellectual Property.* Attached hereto as Schedule 9 is a list of all the intellectual property which has been or is being transferred to the Grantor concurrently with the execution of the Security Agreement.

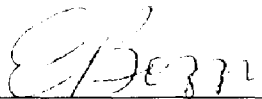
10. *Debt Instruments.* Attached hereto as Schedule 10 is a true and correct list of all promissory notes and other evidence of indebtedness held by the Grantor that is required to be pledged under the Security Agreement, including all intercompany notes between the Grantor and any of the Borrowers.

ii. *Advances.* Attached hereto as Schedule 11 is (a) a true and correct list of all advances made by the Grantor to any Borrower or any Subsidiary of any of the Borrowers (other than those identified on Schedule 11), which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Security Trustee under the Pledge Agreement and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Grantor.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on this 31<sup>st</sup> day of May, 2000.

AVANTI USA (SPECIALTY CHEMICALS) INC.,

by:



Name: Edward Bozzi

Title: President

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None.

**ON FILE WITH CS&M**



**ON FILE WITH CS&M**

ON FILE WITH CS&M

**Filing Offices**

Avanti USA (Specialty Chemicals) Inc.

**Jurisdiction**

Secretary of State, Alabama  
Probate Office, Washington County, Alabama (fixture filing)

Secretary of State, Arizona  
Maricopa County, Arizona

Secretary of State, California  
Contra Costa County, California  
Los Angeles County, California  
Sacramento County, California

Secretary of State, Illinois  
Cook County, Illinois

Secretary of State, Maryland

Secretary of State, Massachusetts  
Essex County, Massachusetts  
Middlesex County, Massachusetts  
Norfolk County, Massachusetts

Secretary of State, Michigan  
Ingham County, Michigan

Secretary of State, Minnesota  
Dakota County, Minnesota  
Ramsey County, Minnesota

Secretary of State, New Hampshire  
Merrimack County, New Hampshire

Secretary of State, New Jersey  
Essex County, New Jersey

Secretary of State, New York  
Broome County, New York  
Erie County, New York  
Putnam County, New York

Secretary of State, Ohio  
Ashtabula County, Ohio  
Cuyahoga County, Ohio  
Franklin County, Ohio

Secretary of State, Tennessee  
Davidson County, Tennessee

Secretary of State, Texas  
Cooke County, Texas

Secretary of State, Wisconsin  
Chippewa County, Wisconsin  
La Crosse County, Wisconsin

See Schedules I-V of the Security Agreement.

None.

None.