

12-28-2000

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



11-29-2000

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RECO

U.S. Patent & TMO/TM Mail Rpt. Dt. #31

HEET

11-29-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

**New**

**Resubmission (Non-Recordation)**  
Document ID#

**Correction of PTO Error**  
Reel #  Frame #

**Corrective Document**  
Reel #  Frame #

**Conveyance Type**

**Assignment**       **License**

**Security Agreement**       **Nunc Pro Tunc Assignment**

**Merger**       **Change of Name**

**Other**

Effective Date  
Month  Day  Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name       Execution Date

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

**Other**

**Citizenship/State of Incorporation/Organization**

**Receiving Party**

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)            

City      State/Country      Zip Code

Individual     General Partnership     Limited Partnership     **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)**

**Corporation**     Association

Other

**Citizenship/State of Incorporation/Organization**

FOR OFFICE USE ONLY

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

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

**TRADEMARK**  
REEL: 002201 FRAME: 0816

RECORDATION FROM COVER SHEET  
CONTINUATION  
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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

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

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

<input type="text" value="2,125,000"/>	<input type="text" value="1,830,974"/>	<input type="text"/>
<input type="text" value="1,379,899"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,945,016"/>	<input type="text"/>	<input type="text"/>
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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

202-861-1688

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ann K. Ford

Name of Person Signing

  
Signature

11-29-00  
Date Signed

**PARTIAL RELEASE OF INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

THIS PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT is executed as of September 30, 2000, by Citibank, N.A., as Administrative Agent, (the "Administrative Agent") pursuant to Section 16 of that certain Intellectual Property Security Agreement dated as of August 14, 1997 (the "Security Agreement") granted by Ambar, Inc. Oil Mop, Inc., Ambar Chemical, Inc., Ambar Marine, Inc. and Chemrich, Inc. (collectively "Grantor" or "Grantors") to Citibank, as Administrative Agent and SouthTrust Bank, National Association, as Collateral Agent.

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 30, 2000, by and between Ambar Drilling Fluids LP, LLP, a Delaware limited liability limited partnership ("Amdrill"), and Ambar, Inc., Amdrill has purchased substantially all of the Assets of the drilling fluids division of Ambar, Inc. Capitalized terms used herein and not otherwise defined are used herein as defined in the Purchase Agreement.

The Administrative Agent, for consideration received, hereby releases and discharges any and all security interest granted to the Lenders under the Security Agreement as they pertain to the Purchased Assets in the following:

(a) all patents, patent applications and patentable inventions, including without limitation, each patent and patent application identified in Exhibit A attached hereto and made a part hereof, and including without limitation (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, but without limitation, each registration and application identified on Exhibit A, and including, without limitation (i) the right to sue or otherwise recover for any and all past, present or future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringement thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks"); and


(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all rights, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application, if any, identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to print, publish and distribute any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into and in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights whatsoever of such Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any such person in connection with any of the Patents, Trademarks or Copyrights, or such other person's patents, tradenames, trademarks or copyrights, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Exhibit A attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to grant a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (the "Licenses"); and

(e) all proceeds of any and all of the foregoing Intellectual Property Collateral (including, without limitation, proceeds that constitute property of the types described in clauses (a) - (d) above) and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damaged to or otherwise with respect to any of the foregoing Intellectual Property Collateral and (ii) cash.

This release is limited to the Intellectual Property as described in the Purchase Agreement.

CITIBANK, N.A., AS ADMINISTRATIVE AGENT

By:   
\_\_\_\_\_  
(Michael C. Becker, Vice President



STATE OF New York  
COUNTY OF New York

This instrument was acknowledged before me on this the 8 day of November, 2000, by Michael C. Becker, the Vice President of Citibank, N.A., a national association, on behalf of said association.

**KAMLA D. HANIFF**  
Notary Public, State of New York  
No. 01HA6023529  
Qualified in Nassau County  
Commission Expires April 26, 2001

Kamla D Haniff  
Notary Public, State of New York

My commission expires 04/26/01

EXHIBIT A

United States Trademarks

<b>MARK</b>	<b>REGISTRATION NUMBER</b>
AMBAR	2,125,000
CHEMRICH, INC.	1,379,899
NOWASTE	1,945,016
AMBAR	1,830,974