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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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



101705420

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.25.01

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
Month Day Year

Formerly

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

Receiving

Mark if additional names of receiving parties

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 Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- 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.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002289 FRAME: 0341

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75621300"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2003497"/>	<input type="text" value="1607894"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

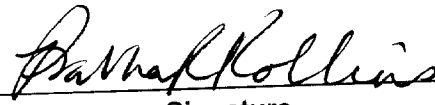
No

Statement and Signature

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

Prabha R. Rollins, Esq.

Name of Person Signing



Signature

4/25/01

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 30, 1997, is made between PIONEER LICENSING, INC., a Delaware corporation (the "Grantor"), and UNITED STATES TRUST COMPANY OF NEW YORK, as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") under the Intercreditor Agreement for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Term Loan Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Term Loan Agreement"), among Pioneer Americas, Inc., a corporation organized under the laws of Delaware (the "Borrower"), the Parent Guarantor named therein, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Term Loan Lender", and collectively, the "Term Loan Lenders"), DLJ Capital Funding, Inc., as Syndication Agent for the Term Loan Lenders, the Administrative Agent and Salomon Brothers Holding Company Inc, as Documentation Agent for the Term Loan Lenders, and Bank of America National Trust and Savings Association, as Administrative Agent for the Term Loan Lenders, and the Collateral Agent, the Term Loan Lenders have extended Term Loan Commitments to make Term Loans to the Borrower, which Term Loans will be evidenced by notes (as amended, supplemented, amended and restated, or otherwise modified from time to time, including all notes issued in exchange or substitution therefor, the "Term Loan Notes") in an aggregate principal amount of \$100,000,000;

WHEREAS, pursuant to that certain Indenture, dated as of the date hereof (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Senior Secured Note Indenture"), among PCI Chemicals Canada Inc., a corporation organized under the laws of the Province of New Brunswick ("PCICC"), the Affiliate Guarantors (as defined therein) and United States Trust Company of New York, as trustee (in such capacity, the "Trustee") for the holders of the Notes (as defined therein) (the "Holders"), PCICC will issue its 9¹/₄% Senior Secured Notes due 2007 (as amended, supplemented, amended and restated, or otherwise modified from time to time, including all notes issued in exchange or substitution therefor upon the registration of such notes pursuant to the Securities Act of 1933 or otherwise, the "Senior Secured Notes") in an aggregate principal amount of \$175,000,000;

WHEREAS, in connection with the Term Loan Agreement, the Grantor has executed and delivered an Affiliate Security Agreement, dated as of October 30, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the purchase of Senior Secured Notes by the Initial Purchasers (as defined in the Senior Secured Note Indenture) and the making of the Term Loans under the Term Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor is an Affiliate of the Borrower;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Term Loans made to the Borrower by the Term Loan Lenders pursuant to the Term Loan Agreement and the purchase of the Senior Secured Notes by the Initial Purchasers pursuant to the Senior Secured Note Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce (i) the Initial Purchasers to purchase the Senior Secured Notes pursuant to the Senior Secured Note Indenture and (ii) the Term Loan Lenders to make Term Loans to the Borrower pursuant to the Term Loan Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby grant to the Collateral Agent a security interest in, for the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination of all Term Loan Commitments, and the termination of all obligations under the Intercreditor Agreement, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Collateral Document, etc. This Agreement is a Collateral Document executed pursuant to the Intercreditor Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Intercreditor Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PIONEER LICENSING, INC.

By *Roger J. Ahl*

Name:

Title:

UNITED STATES TRUST COMPANY OF
NEW YORK, as Collateral Agent

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PIONEER LICENSING, INC.

By _____
Name:
Title:

UNITED STATES TRUST COMPANY OF
NEW YORK, as Collateral Agent

By Patricia Stermer
Name: **PATRICIA STERMER**
Title: **ASSISTANT VICE PRESIDENT**

ATTACHMENT 1
to Affiliate Trademark
Security Agreement

Item A. Trademarks

Trade Mark

Owner	Country	Link	Filing Date	Appl. No.	App. Date	Issue Date	Reg. No.	Ren. Date	Status
CHLOROCLEAN									
ICI Canada Inc.	CA	FP	Mar 9, 1996	234811		Jan 4, 1997	TMA 103447	Jan 4, 2002	Issued
IMPACT									
ICI Canada Inc.	CA	FP	Aug 25, 1993	733483	Feb 30, 1993	May 17, 1996	TMA 457290	May 17, 2011	Issued
ICI Canada Inc.	US	FP	Aug 11, 1994	74539811	Jul 11, 1993	Sep 24, 1996	2003497	Sep 24, 2006	Issued
INKLEAR									
ICI Canada Inc.	CA	FP	Dec 15, 1992	718617	Apr 1, 1993	Jun 3, 1994	TMA 428238	Jun 3, 2009	Issued
ICI Canada Inc.	US	FP	Feb 12, 1993	74358214		May 2, 1995	1891869	May 2, 2003	Issued
OPTIMILL									
ICI Canada Inc.	CA	FP	Sep 30, 1996	826666					Pending
ICI Canada Inc.	US	FP							Pending
PERLUXE									
ICI Canada Inc.	CA	FP	Feb 20, 1997	170166		Feb 20, 1997	UCA 07308	Feb 20, 2012	Issued
PER 2000									
ICI Canada Inc.	CA	FP	Mar 7, 1986	358667	May 28, 1986	Jun 9, 1987	TMA 322772	Jan 9, 2002	Issued
ICI Canada Inc.	US	FP	Jun 5, 1989	73804402	May 8, 1990	Jul 31, 1990	1607894	Jul 31, 2000	Issued
SUPER D									
ICI Canada Inc.	CA	FP	Apr 21, 1987	582331	Aug 24, 1987	Apr 29, 1988	TMA 339723	Apr 29, 2003	Issued
TRILUXE									
ICI Canada Inc.	CA	FP	Feb 20, 1997	170163		Feb 20, 1997	UCA 07310	Feb 20, 2012	Issued