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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **AVECIA INC.**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State (DE)  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Chase Manhattan International Limited, as Security Trustee**  
Internal Address: \_\_\_\_\_  
Street Address: **Trinity Tower, 9 Thomas More Street**  
City/Country: **London E1 9KT England**

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **May 10, 2001**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **a company incorporated in England and Wales**  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

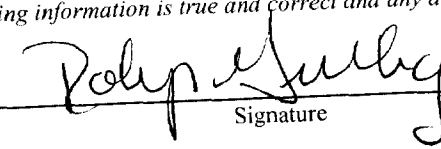
4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) **76/155,750**  
Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Robyn Greenberg, Esq.**  
Internal Address: **Simpson Thacher & Bartlett**  
Street Address: **425 Lexington Avenue**  
City: **New York** State: **New York** ZIP: **10017**

6. Total number of applications and registrations involved: **1**  
7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(Attached duplicate copy of this page if paying by deposit account)

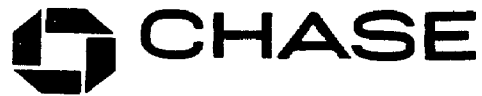
DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
**Robyn Greenberg, Esq.**  **10/18/01**  
Name of Person Signing Signature Date  
Total number of pages comprising cover sheet: **8**

10/19/2001 6TON11 00000113 76155750  
01 FC:481 40.00 OF

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

TRADEMARK  
REEL: 002385 FRAME: 0358



**DOMESTIC REPRESENTATIVE DESIGNATION**

Assignee hereby appoints Lori E. Lesser, Kristopher E. Ahrend and Kerry L. Konrad, members of the Bar of the State of New York, whose address is SIMPSON THACHER & BARTLETT, 425 Lexington Avenue, New York, NY 10017-3954, its domestic representatives under 37 C.F.R. §2.24, on whom may be served notices or process in proceedings affecting this matter.

DATE: *10 September 1999*

CHASE MANHATTAN  
INTERNATIONAL LIMITED

BY: *B. W. Scammell*

NAME: *B. W. SCAMMELL*  
TITLE: *Managing Director*  
9 Thomas More Street  
London E1 9KT  
England

SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This SECURITY INTEREST INTELLECTUAL PROPERTY RIGHTS ("Security Interest") dated as of May 10, 2001 is made by Avecia Inc., a Delaware corporation (the "Company"), in favor of Chase Manhattan International Limited, as security trustee (the "Security Trustee") for the banks and other financial institutions (the "Banks"), parties to the Facilities Agreement dated as of May 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"), among Avecia Investments Limited, a company formerly known as ZSC Specialty Chemicals Group Limited, that its incorporated under the laws of England and Wales (the "Parent"), the subsidiaries of the Parent from time to time parties thereto (together with the Parent, the "Borrowers"), the Banks from time to time parties thereto, Chase Manhattan plc and J. P. Morgan Securities Ltd., as Arrangers, The Chase Manhattan Bank and J. P. Morgan Securities Ltd., as Underwriters, and Chase Manhattan International Limited, as Agent and Security Trustee.

WITNESSETH:

WHEREAS, pursuant to the Facilities Agreement, the Lenders have severally agreed to make Advances and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Facilities Agreement, the Parent, the Company and certain other subsidiaries of the Parent (collectively, the "Grantors") have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 1999 in favor of the Security Trustee (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, the proceeds of the extensions of credit under the Facilities Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, pursuant to Section 3 of the Collateral Agreement, the Grantors pledged and granted to the Security Trustee for the benefit of the Banks a continuing security interest in the Collateral, which includes (as set forth in Schedules III and IV of the Collateral Agreement) all Patents and Trademarks, whether "now owned or at any time hereafter acquired by such Grantor";

WHEREAS, after execution of the Collateral Agreement, additional Trademarks and Patents (including those set forth on Schedule A and Schedule B, respectively, hereto) have been acquired by the Company; and

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Security Interest;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Collateral Agreement), the receipt of which is hereby acknowledged, and as part of the Company's obligations that it undertook to induce the Banks to make Advances and other financial accommodations to the Borrowers pursuant to the Facilities Agreement, the Company agrees, for the benefit of the Security Trustee and the Banks, as follows:

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

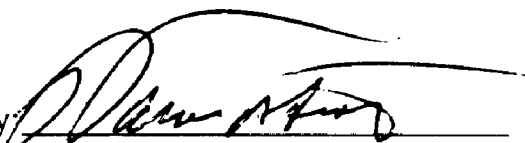
SECTION 2. Grant of Security Interest. The Company hereby pledges, and grants a continuing security interest in, and a right of setoff against, (and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys) the Trademarks listed on Schedule A hereto, and the Patents listed on Schedule B hereto, to the Security Trustee for the benefit of the Security Trustee and the Banks to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Security Interest has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Banks under the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Security Trustee and Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Security Trustee and Banks with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Facilities Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

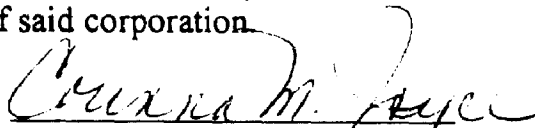
IN WITNESS WHEREOF, the Company has caused this Security Interest to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

AVECIA INC.

By:   
Warren Scott, President

STATE OF DELAWARE )  
 ) ss  
COUNTY OF NEW CASTLE )

On this 14 day of May, 2001, before me personally came, Warren A. Scott, who is personally known to me to be the President of Avecia Inc., a Delaware Corporation, who being duly sworn did depose and say that he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

Commission Expires 11/14/04

**CORINNA M. JOYCE**

**NOTARY PUBLIC**

**STATE OF DELAWARE**

**My Commission Expires Nov. 14, 2004**

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**Schedule A**

Trade Mark	Country	Application Date	Application No.	Spec of Goods
BEING	US	October 2000	76/155750	Aromatherapy products, namely, gels, lotions, powders and liquids for use in pools, spas, hot tubs, baths and jetted baths

**Schedule B**

Case No	Country	Application Date	Application Number	Short Title
SMC 60237	AUT	Feb 2000	91216/98	Process for the extraction of metals from ammoniacal solution
SMC 60237	BRT	Feb 2000	P19811404.2	Process for the extraction of metals from ammoniacal solution
SMC 60237	CAT	Feb 2000	2302353	Process for the extraction of metals from ammoniacal solution
SMC 60237	EPT	Feb 2000	98943409.7	Process for the extraction of metals from ammoniacal solution
SMC 60237	IDT	Feb 2000	W-20000380	Process for the extraction of metals from ammoniacal solution
SMC 60237	JPT	Feb 2000	2000-507851	Process for the extraction of metals from ammoniacal solution
SMC 60237	KRT	Feb 2000	7002022/2000	Process for the extraction of metals from ammoniacal solution
SMC 60237	MXT	Feb 2000	1843	Process for the extraction of metals from ammoniacal solution
SMC 60237	UST	Feb 2000	09/486313	Process for the extraction of metals from ammoniacal solution
SMC 60322	WO	Nov 1999	PCT/US99/23995	Aqueous Resin Dispersion
SMC 60347	WO	Mar 2000	PCT/GB00/00979	Aqueous Fungicide Dispersion
SMC 60391	AR	Oct 2000	P000105516	Aqueous Concentrate
SMC 60391	CL	Oct 2000	2000-2902	Aqueous Concentrate
SMC 60391	CO	Oct 2000	00080124	Aqueous Concentrate
SMC 60391	JM	Oct 2000	18/1/4049	Aqueous Concentrate
SMC 60391	US/P	Oct 2000	09/422231	Aqueous Concentrate
SMC 60391	UY	Oct 2000	26409	Aqueous Concentrate
SMC 60391	VE	Oct 2000	2339-2000	Aqueous Concentrate
SMC 60391	WO	Oct 2000	PCT/GB00/03906	Aqueous Concentrate
SMC 60408	US/P	Feb 2000	60/180893	Treatment of Circulating Water Systems With Fungicides
SMC 60409	US/P	Feb 2000	60/180892	Treatment of Circulating Water Systems With Herbicides
SMC 60409	WO	Jan 2001	PCT/GB01/00474	Treatment of Circulating Water Systems With Herbicides
SMC 60407	US/P	Dec 1999	09/53685	Phenothiazine Material In Prill Form And Method Therefor
SMC 60407	WO	Dec 2000	PCT/GB00/04600	Phenothiazine Material In Prill Form And Method Therefor
SMC 60409A	US/P	Feb 2001		Compositions and Methods For Controlling Algae In Recirculating Water Systems



# CHEESWRIGHTS

NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR  
Telephone: 020 7 623 9477 (or) 07000 NOTARIES

Facsimile: 020 7 623 5428

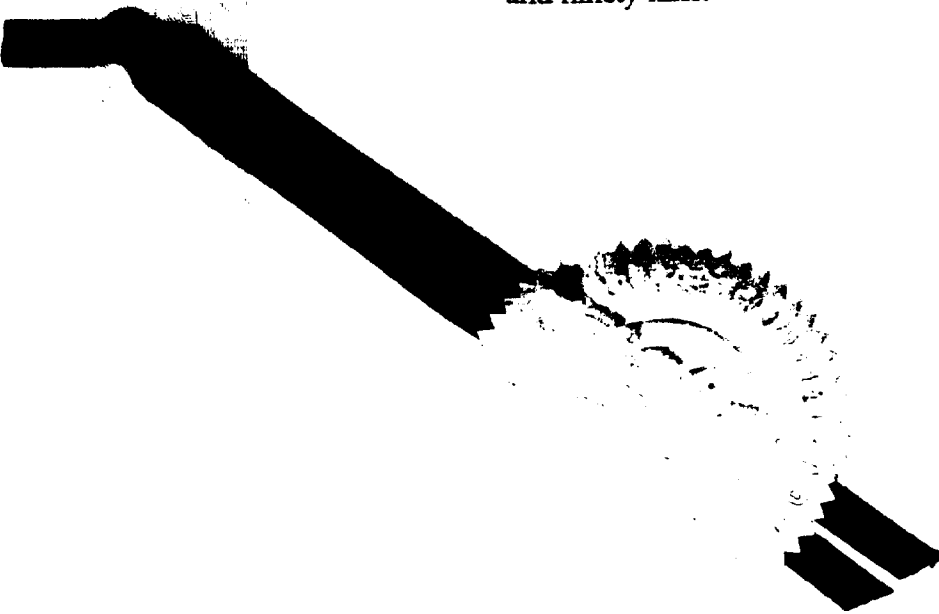
E-mail: [cheeswrights@compuserve.com](mailto:cheeswrights@compuserve.com)

[www.cheeswrights.co.uk](http://www.cheeswrights.co.uk)

DX 627/London City EC3

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature "B. W. Scammell" subscribed to the document hereunto annexed, such signature having been this day subscribed in my presence by BRIAN WERNHER SCAMMELL, authorised signatory of the company styled CHASE MANHATTAN INTERNATIONAL LIMITED of London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twentieth day of September one thousand nine hundred and ninety nine.



*Ruth M. Campbell*

**My Commission Expires with Life**

A J Burgess N P Ready

Ruth M Campbell J B Burgess E Gardiner

TRADEMARK

N J Claudet

RECORDED: 10/19/2001

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