

11-07-2001



101893736

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

10-2-11

1. Name of conveying party(ies):
HCI Acquisitions, Inc. 11-7-01

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

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

2. Name and address of receiving party(ies)
Name: General Electric Capital
Internal Corporation, as Agent
Address: _____
Street Address: 10 S. LaSalle St., #2800
City: Chicago State: IL Zip: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 22, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1687452; 1726824

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Maisha Gibson, Paralegal
 Internal Address: _____

 Street Address: Goldberg, Kohn et al
55 E. Monroe St., 37th Floor
 City: Chicago State: IL Zip: 60603

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.

Maisha Gibson
Name of Person Signing

Maisha Gibson
Signature

Nov. 5, 2001
Date

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

11/08/2001 DBYRNE 00000012-1687452

01 FC:481
02 FC:482

40.00 OP
225.00 OP

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

**GENERAL ELECTRIC CAPITAL CORP./HARCROSS CHEMICALS, INC.
TRADEMARKS**

CONTINUATION OF ITEM NUMBER 4

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Casul	1670933	1/7/92
Freestyle	1012052	6/3/75
Free Shock	1685897	5/12/92
Algaetrol	634717	9/25/56
T-Carb	1017232	8/5/75
Harcros	1752109	2/16/93
Emulzymer	2155715	3/5/98
H and Design	1776143	6/15/93

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2001, by HCI ACQUISITIONS INC., a Kansas corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HCI ACQUISITIONS INC.

By *Robert Chaney*
Name Robert Chaney
Title President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By _____
Name _____
Title _____

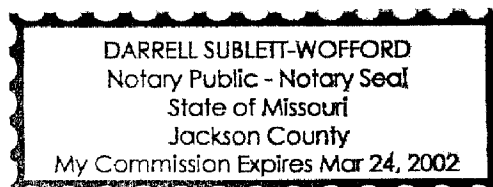
ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 11th day of October, 2001 before me personally appeared Robert Chaney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HCI ACQUISITIONS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Darrell Sublett-Wofford
Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

HARCROS CHEMICALS INC.
TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF REGISTRATION</u>
T-MULZ	1687452	05/19/92
T-DET	1726824	04/26/66
CASUL	1670933	01/07/92
FREESTYLE	1012052	06/03/75
FREE SHOCK	1685897	05/12/92
ALGAETROL	634717	09/25/56
T-CARB	1017232	08/05/75
HARCROS	1752109	02/16/93
EMULZYMER	2155715	03/05/98
H and DESIGN	1776143	06/15/93

*** Affidavit of Use is not necessary during re-registration period -
due during "new" registration period only.**

T-MULZ - Emulsifiers for use in insecticide and herbicide formulations,
in Class 1 (U.S. Cl.6).

T-DET - For full line of industrial surfactants for use in the
manufacture of a wide variety of goods, in Class 1 (U.S. Cl. 6).

CASUL - Emulsifiers for use in formulating Pesticide emulsifiable
concentrates, in Class 1 (U.S. CL. 6).

FREESTYLE - Water treating chemicals - namely, algaecides,
disinfectants and deodorants for swimming pool maintenance, in Class
5 (U.S. C.L. 6)

FREE SHOCK - Non-chlorinated chemicals, namely, oxidizers, for use
in swimming pools, in Class 1 (U.S. CL. 6).

ALGAETROL - Chemical composition for algae control, in Class 6
(Int. CL. 5).

T-CARB - Chemical composition for use as a pigment extender for
industrial and general use, in Class 1 (U.S. CL. 6).

H and DESIGN - Full line of chemicals, Inc Class 1 (U.S. CL. 6).
Harcros logo

EMULZYMER - Emulsifiers and surfactants for use in emulsion polymers that serve as the film-forming ingredient in water-based paints and coatings.

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

GOLDBERG, KOHN, BELL, BLACK, ROSENBLOOM & MORITZ, LTD.

ATTORNEYS AT LAW

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ALSO ADMITTED TO
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** FLORIDA BAR
*** KANSAS AND MISSOURI BARS
**** OHIO BAR

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November 5, 2001

VIA UNITED STATES EXPRESS MAIL

Commissioner of Patents & Trademarks
1213 Jefferson Davis Highway, Crystal Gateway 4
Arlington, VA 22202

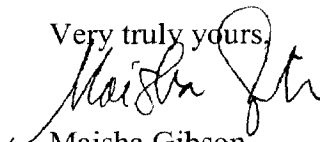
Re: Recordation of Trademark Security Agreement — HCI Acquisitions, Inc.

Dear Sir or Madam:

Enclosed are the following requisite documents to record the above-referenced Trademark Security Agreement:

- 1) Recordation Form Cover Sheet for Trademarks
- 2) Trademark Security Agreement – HCI Acquisition, Inc., in favor of Fleet Capital Corporation, as Agent
- 3) Certificate of Express Mail under 37 CFR 1.10
- 4) Self-stamped/addressed postcard noting filing
- 5) Check in the amount of \$265.00 to record five (5) patents

Please stamp and return the self-addressed, stamped postcard acknowledging your receipt of the enclosed documents. If you have any questions regarding the above, you may contact me at the number listed above.

Very truly yours,

Maisha Gibson
Legal Assistant

MXG

Enclosures


cc: Deneen Sanders, Legal Assistant (w/enclosures)

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

“Express Mail” Mailing Label Number: EL 383114324 US

Date of Deposit: November 5, 2001

I hereby certify that the enclosed Trademark Security Agreement is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C.



Maisha Gibson