MRD 1-7-02

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OMB No. 0651-0027 (exp. 5/31/2002)
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RE 1

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

REMET CORPORATION

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

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

2. Name and address of receiving party(ies)

Name: The Royal Bank of Scotland plc
Internal Address: 135 Bishopgate
Street Address:
City: London State: England Zip: EC2M 3UR

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State California
- ☐ 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: 9/28/01

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

SEE ATTACHED RIDER

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Erica Hall
Internal Address: Clifford Chance Rogers & Wells LLP
Street Address: 200 Park Avenue
City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41)..... $ 825.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

18-1843

(Attach 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.

Erica Hall
Name of Person Signing

Erica Hall
Signature

10/19/01
Date

Total number of pages including cover sheet, attachments, and document: 15

01/15/2002 DBYRNE 00000046 181843 1862326

01 FC:481 40.00 CH
02 FC:482 775.00 CH

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

REMET® CORPORATION TRADE MARK STATUS

cc: JSP, WFK, CHM, SSP

REG. NUMBER	TRADEMARK AND COUNTRY	ISSUE/RENEW DATE	EXPIRATION	LOCATION
1,062,328	CASTYLENE® (France)	08/09/78		Crayford
1,132, 037	CASTYLENE® (United States)	04/01/80		Crayford
422,979	CASTYLENE® (India)	06/08/84		Crayford
1,384,930	CASTYLENE® (United Kingdom)	05/19/89		Crayford
313,028	CASTYLENE® (Turkey)	06/26/89		Crayford
1,062,432	CASTYLENE® (West Germany)	09/11/91		Crayford
570,582	CASTYLENE® (Italy)	02/14/92		Crayford
1,628,403	CASTYLENE® (Spain)	02/4/94		Crayford
263,240	CASTYLENE® (Sweden)	12/02/94		Crayford
31,551	CASTYLENE® (Iraq)	02/26/97		Crayford
1,034,580	REMET® logo (orange/white crucible pouring metal) (U S)	Renewed 12-21-96 (original 12-21-76)	E 12-21-2006	Utica
ECT 60566	REMET® (Device mark above REMET) (European Community)	11-24-98	E 04-01-2006	Utica
1,034,581	REMET® (Name in solid black lettering.) (United States)	Renewed 12-21-96 (original 12-21-76)	E 12-21-2006	Utica
ECT appl. 60541	REMET® name in solid black lettering.	BEING OPPOSED		Utica
ECT 53421	Device mark. (European Community)	11-30-98	E 04-01-2006	Utica
1,074,807	REMASOL® (United States)	Renewed 10-11-97 (original 10-11-77)	E 10-11-2007	Utica
ECT 53520	REMASOL® (European Community)	06-14-99	E 04-01-2006	Utica
1,128,778	REMAL® (United States)	01-08-80 Renewed 01-08-2000	E 01-08-2010	Utica
ECT 60608	REMAL® (European Community)	12-27-99	E 04-01-2006	Utica

REG. NUMBER	TRADEMARK DESCRIPTION	ISSUE/RENEW DATE	EXPIRE/RENEW	LOCATION
1,051,613	REMASIL® (United States)	11-02-76	E 11-02-1981	Utica
1,267,518	REMASIL® - above trademark (1,051,613) accidentally lapsed; this trademark re-registered the name.	02-21-84	E 02-21-2004	Utica
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1,051,614	REMULL® (United States)	11-02-76	E 11-02-1981	Utica
1,267,519	REMULL® - above trademark (1,051,614) accidentally expired; this trademark re-registered the name. (United States)	02-21-84	E 02-21-2004	Utica
ECT 60582	REMULL® (European Community)	10-12-98	E 4-12-2006	Utica
1,565,327	ADBOND® (United States)	11-14-89	E 11-14-2009	Utica
1,981,214	ADBOND® (United States)	06-18-96	E 6-18-2006	Utica
ECT 53371	ADBOND® in ES, DA, DE, EL, EN, FR, IT, NL, PT, FI, SV	09-21-98	E 04-01-2006	Utica
2,276,982	TICOAT® (United States)	09-14-99	E 09-14-2009	Utica
Application Filed	HYFILL (United States Application filed 3/27/2000)			Utica
1,532,588	AQUA-J® (United States)	04/04/89	E 04/04/2009	Chicago
4,345,246	AQUACAST® (Japan)	12/17/99	Renewal 12/17/2009	Chicago
815,869	AQUACAST® (European Community Trademark)	5/5/98	Renewal 5/5/2008	Chicago
2,044,671	ECOWAX® (United States)	03/11/97	Renewal 3/11/2007	Chicago
2,141,381	ECOWAX – Design (United States)	01/03/98	Renewal 03/03/2008	Chicago
2,086,547	ECOWAX – Ecological Tech. for the Environment (United States)	04/05/97	Renewal 04/05/2007	Chicago
Application Filed	RED C (United States Appl. 75/791,053)			
Application Filed	STICKTIIR T (United States Appl. 75/791,165)			
Application Filed	UTILITY K (United States Appl. 75/791,051)			
Application Filed	UTILITY V (United States Appl. 75/791,052)			
Application Filed	UTILITY VM (United States Appl. 75/701,166)			

Total Active

32 Registered Marks

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2001 by Remet Corporation, a California corporation (the "**Grantor**"), in favor of The Royal Bank of Scotland plc, as security trustee for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "**Security Trustee**").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated July 12, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including as amended and restated by the Amendement and Restatement Agreement dated on or about the date hereof, the "**Credit Agreement**") between (1) Foseco (Jersey) Limited (formerly Waterloo Project Limited), (2) the Banks, (3) JP Morgan plc as Sole Book Runner (4) JP Morgan plc and The Royal Bank of Scotland plc as Lead Arrangers, (5) The Royal Bank of Scotland plc as Facility Agent, (6) The Royal Bank of Scotland plc as Security Trustee, (7) National Westminster Bank plc as Issuing Bank, and (8) National Westminster Bank plc as Overdraft Bank, the Banks have severally agreed to make available certain facilities on the terms and conditions contained in the Credit Agreement; and

WHEREAS, the Grantor is a Guarantor under a Guarantee pursuant to which it has guaranteed the obligations of the Borrowers under the Financing Documents; and

WHEREAS, the Grantors is a party to a Pledge and Security Agreement of even date herewith in favor of the Security Trustee (the "**Security Agreement**") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Banks and the Security Trustee to enter into the Credit Agreement and to induce the Banks to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Security Trustee as follows:

Section 1 - Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or in the Security Agreement.

Section 2 - Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Security Trustee for the benefit of the Secured Parties a lien on and a security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**") excluding any Collateral that would be rendered invalid, abandoned, void, or unenforceable by reason of its being included as part of 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 Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, 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.

Section 3 - Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Security Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee 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.

Section 4 - Conditionality

The parties agree that this Trademark Security Agreement shall have no force and effect unless and until completion has occurred within the meaning of the Sale and Purchase Agreement dated July 12, 2001 between Burmah Castrol PLC and Foseco (Jersey) Limited (formerly Waterloo Project Limited) including, without limitation, that the initial consideration has been paid in accordance with Clause 3.1.3 of said agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Very truly yours,

REMET CORPORATION

By: William Kelly

Name: William Kelly

Title: Vice President Finance

ACCEPTED AND AGREED:

THE ROYAL BANK OF SCOTLAND PLC

as Security Trustee

By:

Name:

Title:

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

Very truly yours,

REMET CORPORATION

By: William Kelly
Name: William Kelly
Title: Vice President Finance

ACCEPTED AND AGREED:

THE ROYAL BANK OF SCOTLAND PLC

as Security Trustee

By: Jackie Allen
Name: JACKIE ALLEN
Title: DIRECTOR

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

See Schedule attached hereto entitled "Remet Corporation Trade Mark Status".

6/6/00

cc: JSP, WFK, CHM, SSP

REMET® CORPORATION TRADE MARK STATUS

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ECT 60608	REMAL® (European Community)	12-27-99	E 04-01-2006	Utica

TRADEMARK
REEL: 002428 FRAME: 0761

RECORDED: 10/23/2001

TRADEMARK
REEL: 002428 FRAME: 0762

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