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

Name of conveying party(ies):

Gaylord Chemical Corporation

JAN 25 2002

1-25-02

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

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment of Security Interest in

U.S. Trademarks and Patents

Execution Date: December 7, 2001

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as Agent

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: NY ZIP: 10006

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

02/11/2002 LMUELLER 00000074 1638639

01 FC:481
02 FC:482

40.00 OP
75.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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.

Laura Konrath

Name of Person Signing

Signature

12/26/01

Date

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

SCHEDULE A

Continuation
Item 4

U.S. Trademark Registration

	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1	"Gaylord Chemical Corporation GC Design"	1,698,639	[]
2	GC (Stylized)	1,749,669	[]
3	"Enviro-S"	1,742,587	[]
4	"Exact-S"	1,649,204	[]
	Dmsolv	[]	[]

U.S. Trademarks - Pending

	<u>Mark</u>	<u>Serial</u>	<u>Filing Date</u>
	None.		

**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GAYLORD CHEMICAL CORPORATION, a Delaware corporation (the "Assignor") with principal offices at 106 Galeria Boulevard, Slidell, Louisiana, 70458, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of December 10, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this

Assignment as of the 7th day of December, 2001.

GAYLORD CHEMICAL CORPORATION
as Assignor

By


Name James P. LeBlanc

Title: Chief Financial Officer

BANKERS TRUST COMPANY, as Assignee

By

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 7th day of December, 2001.

GAYLORD CHEMICAL CORPORATION,
as Assignor

By _____

Name: _____

Title: _____

BANKERS TRUST COMPANY,
as Assignee

By Robert Telesca

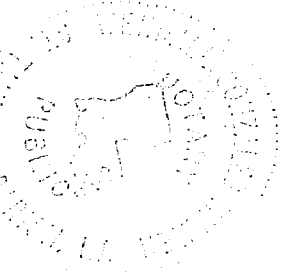
Name: ROBERT TELESKA

Title: VP

STATE OF LOUISIANA)
) ss.:
COUNTY OF St. Tammany

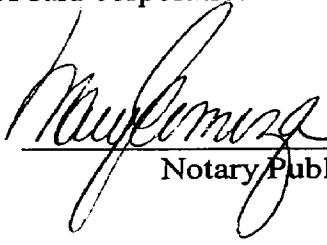
On this 6th day of December, 2001, before me personally came James P. LeBlanc who, being by me duly sworn, did state as follows: that he is Chief Financial Officer of Gaylord Chemical Corporation, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Wendell Anselme Chikl'
Notary Public



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 7th day of December, 2001 before me personally came ROBERT TELUSCA who, being by me duly sworn, did state as follows: that s/he is V.P. of Bankers Trust Company, that s/he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that s/he did so by authority of the Board of Directors of said corporation.



Notary Public

Mary E. Somoza
Notary Public, State of New York
No. 4505761 Qual. in Kings Co.
Certificate Filed in New York County
Commission Expires Dec. 31, 2005

SCHEDULE A

U.S. Trademark Registration

	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1	"Gaylord Chemical Corporation GC Design"	1,698,639	[]
2	GC (Stylized)	1,749,669	[]
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4	"Exact-S"	1,649,204	[]
	Dmsolv	[]	[]

U.S. Trademarks - Pending

	<u>Mark</u>	<u>Serial</u>	<u>Filing Date</u>
	None.		

SCHEDULE B

U.S. Patents

<u>Patent Number</u>	<u>Date Filed</u>	<u>Title</u>
Application No: 09/557,237	04/24/00	Process and apparatus for making ultra-pure DMSO
09/512,162	02/24/00	DMSO containing paint stripping compositions
09/565,170	05/03/00	Polyalkylene glycol compositions for enhanced aromatic extraction
09/448,651	02/14/01	Sulfolane compositions for enhanced aromatic extraction
09/783,705	02/14/01	Sulfone-sulfoxide compositions for enhanced aromatic extraction
60/126,729	10/29/99	Sulfolane compositions for enhanced aromatic extraction

