

03-19-2002



031448/135448

To the Honorable Commissioner of

102020602

attached original documents or copy thereof.

1. Name of conveying party(ies): BASIC CHEMICAL SOLUTIONS LLC 2-4-02
Individual(s) Association
General Partnership Limited Partnership
Corporation
Other Limited Liability Company (New Jersey)

2. Name and address of receiving party(ies): Name: FLEET NATIONAL BANK
Street Address: 100 Federal Street
City: Boston State: MA 02110
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-
Other National Banking Association

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

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

If assigned 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

Execution Date: February 1, 2002

4. Application number(s) or registration number(s):
A. Trademark Registration No.(s)
2,315,436 for BASIC CHEMICAL SOLUTIONS
Additional number(s) attached Yes No

B. Trademark Application No.(s)
Total number of applications and registrations involved: 1
Total fee (37 CFR 3.41) \$40.00
Enclosed
Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Marie M. Nuguid, Senior Legal Assistant
Internal Address:
Street Address: Goodwin Procter LLP Exchange Place, 53 State Street
City: Boston State: MA Zip: 02109-2881

8. Deposit account number: 07-1700
(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.
Marie M. Nuguid, Senior Legal Asst Signature Date February 4, 2002
Name of Person signing

Total number of pages include cover sheet, attachments, and document: 7 pages

03/18/2002 6T0N11 00000120 2315436
01 FC:481 40.00 OP
LIBC/1405282.1

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 1, 2002, is made by Basic Chemical Solutions, L.L.C., a New Jersey limited liability company (the "Debtor"), in favor of Fleet National Bank, as Agent (the "Secured Party").

WHEREAS, the Debtor has entered into a Credit Agreement dated as of February 1, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Party, and the Lenders from time to time parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor and the other debtors parties thereto to the Secured Party dated as of February 1, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by such Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented

from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Trademarks");

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

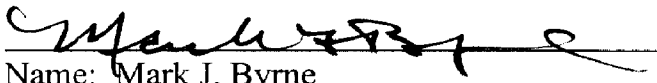
SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BASIC CHEMICAL SOLUTIONS, L.L.C.

By: 
Name: Mark J. Byrne
Title: Chief Executive Officer

Address for Notices:

525 Seaport Boulevard
Redwood City, CA 94063

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

Requested Trademark: Basic Chemical Solutions® from the U.S. Patent and Trademark Office
(Reg. No. 2,315,436)

SCHEDULE C

Copyrights

None.