



04-11-2002

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



102051642

Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies): 4-5-02
 JPMorgan Chase Bank, as
successor in interest
 Texas Commerce Bank National
 Association
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other New York banking corporation

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

2. Name and address of receiving party(ies)
 Name: Engineered Carbons, Inc.
 Internal Address: P.O. Box 667-Attn:
Edwin J. Schmidt, Jr.
 Street Address: 1215 Main Street
 City: Port Neche State: TX Zip: 77651

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security
 Execution Date: April 4, 2002 Agreement

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
771, 345
1, 770, 949

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Huber, Lawrence & Abell
 Internal Address: Gregory J. Blasi, Esq.
 Street Address: 605 Third Avenue
 City: New York State: NY Zip: 10158

7. Total fee (37 CFR 3.41).....\$65
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (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.

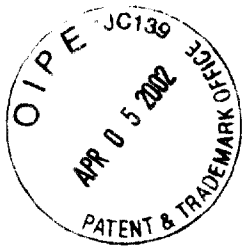
Daniel Brown [Signature] 4/4/02
 Name of Person Signing Signature Date

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

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

04/10/2002 TDIAZ1 00000095 771345
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

TRADEMARK
REEL: 002479 FRAME: 0972



RELEASE OF TRADEMARK SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the successor in interest to Texas Commerce Bank National Association and the Agent under the Trademark Security Agreement, attached hereto as Exhibit A, does hereby RELEASE and DISCHARGE the Trademark Security Agreement and all liens and rights created thereby.

EXECUTED as of the 4th day of April, 2002.

JP MORGAN CHASE BANK, as Agent

By: [Signature]
Name: THOMAS F. MAHER
Title: MANAGING DIRECTOR
(Chairman, President, CEO, Vice-President, Assistant Vice President; Treasurer, or CFO)

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On the 4th day of April in the year 2002, before me personally came Thomas F. Maher to me known, who, being by me duly sworn, did depose and say that he/she resides in Upper Saddle River, NJ; that he/she is the Managing Director of JPMorgan Chase Bank, a New York banking corporation, the corporation described in and which executed the above instrument; and that he/she signed his/her name(s) thereto by authority of the board of directors of said corporation.

[Signature]
Notary Public:

Margarita Ortiz
Notary Public, State of New York
Registration #010R6041062
Qualified In Queens County
My Commission Expires May 1, 20 12

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 6, 1995, is by and between ENGINEERED CARBONS, INC. (the "Debtor"), a corporation duly organized and validly existing under the laws of the State of Delaware, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, as agent for the Banks (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, Ameripol Synpol Corporation ("Borrower"), a Delaware corporation, Agent and certain financial institutions a party thereto from time to time (collectively, the "Banks" and each a "Bank") have entered into an Amended and Restated Loan Agreement dated as of July 6, 1995 (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, Debtor and Agent on behalf of Banks have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Loan Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

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

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Banks a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) (x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, described in Schedule 1 attached hereto, and all prints and labels on which said trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including, without limitation, registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

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002/3862

thereof, or any other country or any political subdivision thereof, and (y) all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the items listed in the preceding clauses (x) and (y) is herein called a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Banks pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm 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 and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of July 6, 1995.

ENGINEERED CARBONS, INC.,
as Debtor

By: K. Robert Bedell
~~Mathendra Parekh,~~ K. Robert Bedell
Vice President

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION, as Agent

By: P. Stan Burge
P. Stan Burge,
Vice President

Attachment:

Schedule 1 - Trademarks

H3/565485
7002/3862

THE STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

K. Robert Bedoll

This instrument was acknowledged before me on 6th July, 1995, by Mahendra Parekh, President of ENGINEERED CARBONS, INC., a Delaware corporation, on behalf of said corporation.

Vice

Sarah Jacobson
Notary Public in and for the
State of NEW YORK
Printed Name: Sarah Jacobson

[SEAL]

SARAH JACOBSON
Notary Public, State of New York
No. 31-4975397
Qualified in New York County
Commission Expires December 10, 1996

My Commission Expires:

12/10/96

THE STATE OF New York §
§
COUNTY OF New York §

This instrument was acknowledged before me on 6th July, 1995, by P. Stan Burge, Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, on behalf of said association.

Sarah Jacobson
Notary Public in and for the
State of New York
Printed Name: Sarah Jacobson

[SEAL]

SARAH JACOBSON
Notary Public, State of New York
No. 31-4975397
Qualified in New York County
Commission Expires December 10, 1996

My Commission Expires:

12/10/96

13/565485
7002/3862

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>County</u>	<u>Registration Number</u>
AROSPERSE	U.S.	771,345
PANTHER	U.S.	1,770,949

PANTHER STATE REGISTRATIONS

<u>State</u>	<u>Number</u>
Illinois	067406
New Jersey	---
Oklahoma	23681
Texas	050832

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Settings

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

1. Name of conveying party(ies):
 Engineered Carbons, Inc.
 1215 Main Street
 Port Neches, Texas 77651

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

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

2. Name and address of receiving party(ies):
 Texas Commerce Bank National
 Association, as Agent

Name: _____
 Attention: Manager, Refining &
 Petrochemical Group

Internal Address: _____
 Street Address: 712 Main Street

City: Houston State: TX ZIP: 77002

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national banking association _____

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

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

Execution Date: July 6, 1995

A. Application number(s) or registration number(s):
 Trademark Application No.(s)

B. Trademark registration No.(s)
 771,345
 1,770,949

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:
 Texas Commerce Bank National
 Association, as Agent

Internal Address: Attention: Manager, Refining &
 Petrochemical Group

Street Address: 712 Main Street

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ _____
 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)

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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.

ENGINEERED CARBONS, INC.
 Name of Person Signing

K. Robert Bedell
 Signature
 K. Robert Bedell, Vice President

July 6, 1995
 Date

Total number of pages comprising cover sheet: 1



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LAW OFFICES OF
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COUNSEL

Direct Dial: 455-5575

April 4, 2002

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
2011 South Clark Place
Customer Window, Box Assignments
Crystal Plaza Two, Lobby, Room 1B03
Arlington, Virginia 22202

Re: **Trademark Releases**

Ladies and Gentlemen:

I enclose the following documents:

1. A release of the security agreement with respect to the following marks: (i) "Arospense" which is registered in the United States Patent and Trademark Office, Registration No. 771,345 dated June 16, 1964, and renewed June 16, 1984 and (ii) "Panther" which is registered in the United States Patent and Trademark Office, Registration No. 1,770,949 dated May 18, 1993, and notarization;
2. A recordation form cover sheet for the above listed patent numbers; and
3. Check No. 24734 in the amount of sixty-five dollars (\$65.00) in payment of the fee for recordation of such trademarks.