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04-11-2002

3/19/02

Form PTO-1594  
(Rev. 03/01)

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

FINANCE SECTION  
RECORDATION  
TRADEMARK



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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102052249 ▼ ▼

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

1. Name of conveying party(ies):

Houghton Technical Corp.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: John Hancock Life Insurance Company, as Collateral Agent

Internal Address: Attn: Investment Law Division, T-30

Street Address: 200 Clarendon St.

City: Boston State: MA Zip: 02117

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached hereto.

Additional number(s) attached  Yes  No

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

Name: Kimberly B. Herman, Esq.

Internal Address: \_\_\_\_\_

Street Address: Sullivan & Worcester LLP

One Post Office Square

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: \_\_\_\_\_

39

7. Total fee (37 CFR 3.41).....\$ 990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500751

DO NOT USE THIS SPACE

9. Signature.

Kimberly B. Herman  
Name of Person Signing

*Kimberly B. Herman*  
Signature

3/19/02  
Date

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

19

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

04/11/2002 6TON11 00000013 500751 0931209

01 FC:401 40.00 CH  
02 FC:402 950.00 CH

Schedule A

**Trademark Registration Number**

0931209  
0711329  
0953448  
0776873  
0398265  
0146254  
0354220  
2068149  
2237142  
0911722  
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0503907  
0302904  
2167632  
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0227927

THE INDEBTEDNESS TO WHICH THIS INSTRUMENT RELATES IS SUBORDINATED TO THE PRIOR PAYMENT IN FULL OF THE SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT HEREINAFTER REFERRED TO), AND THE SECURITY INTEREST GRANTED HEREUNDER IS SUBORDINATED TO SECURITY INTERESTS SECURING SUCH SENIOR DEBT, PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THAT CERTAIN SUBORDINATION AGREEMENT OF EVEN DATE HERewith BY AND AMONG, INTER ALIA, HOUGHTON INTERNATIONAL INC. AND CERTAIN SUBSIDIARIES THEREOF, JOHN HANCOCK LIFE INSURANCE COMPANY AND CERTAIN OTHER INSTITUTIONAL INVESTORS, AND FIRST UNION NATIONAL BANK, PNC BANK, NATIONAL ASSOCIATION AND CERTAIN OTHER HOLDERS OF THE SENIOR DEBT (AS AMENDED OR IN EFFECT FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT").

### TRADEMARK SECURITY ASSIGNMENT

This TRADEMARK SECURITY ASSIGNMENT (as amended or in effect from time to time, this "**Agreement**") is made and entered into as of the 18th day of January, 2002, by and between HOUGHTON TECHNICAL CORP., a Delaware corporation having a mailing address at Madison and Van Buren Avenues, Valley Forge, PA 19482 (the "**Assignor**"), and JOHN HANCOCK LIFE INSURANCE COMPANY, in its capacity as collateral agent (in such capacity, the "**Assignee**") for the holders from time to time (collectively, the "**Holders**") of those certain 14% Senior Subordinated Notes due 2010, in the aggregate original principal amount of \$25,000,000 (collectively, the "**Notes**"), issued by HOUGHTON INTERNATIONAL INC. (the "**Borrower**") pursuant to that certain Securities Purchase Agreement of even date herewith (as amended or in effect from time to time, the "**Securities Purchase Agreement**"), by and among the Borrower, the Assignee and the purchasers identified on Annex 1 thereto (the "**Purchasers**").

### BACKGROUND

A. The Purchasers have agreed to purchase the Notes upon the terms and subject to the conditions set forth in the Securities Purchase Agreement.

B. The Purchasers will purchase the Notes only on the condition that the Assignor execute and deliver this Trademark Security Assignment to the Assignee for the ratable benefit of the Holders.

C. Any capitalized term used herein but not defined herein shall have the meaning given to such term in the Securities Purchase Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations of the Assignor under, and as defined in, that certain Subsidiary Guaranty of even date herewith by the Assignor and others in favor of the Assignee, and all other indebtedness and obligations of the Borrower and any Subsidiary Guarantor under the Securities Purchase Agreement, the Notes and the other Transaction Documents (the "**Guarantor Obligations**"), the Assignor hereby grants, assigns and conveys to the Assignee a security interest in all of the Assignor's right, title and interest in and to all now existing or hereinafter acquired or adopted trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned or filed by the Assignor, or with respect to which the Assignor's right, title or interest are due solely to the use of such trademarks, service marks or tradenames in the conduct of the Assignor's business, including without limitation those listed in Schedule A hereto, and all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights owned by the Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "**Marks**"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Assignor covenants and warrants that:

(a) Set forth on Schedule A hereto are all Marks existing as of the date hereof;

(b) As of the date hereof, the Assignor is the sole and exclusive owner of the entire right, title and interest in each of the registrations and registration applications for the Marks, free and clear of any liens, pledges, assignments or other encumbrances (except for Permitted Liens), and subject only to those existing licenses with non-Affiliates and non-Subsidiaries of the Assignor, entered into in the ordinary course of the Assignor's business, set forth on Schedule B;

(c) The Assignor has the unqualified right to enter into this Agreement and perform its terms;

(d) Each of the registrations and registration applications for the Marks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable as of the date hereof;

(e) To the best of Assignor's knowledge as of the date hereof, each of the registrations and registration applications for the Marks listed on Schedule A is valid and enforceable;

(f) As of the date hereof, the Assignor has not received written notice of, and is not otherwise aware, that the use of any of the Marks listed on Schedule A in the conduct of the Assignor's business does or may violate the rights of any Person;

(g) the Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and

(h) the Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks.

(i) The Assignor shall, in any event, indemnify and hold the Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, payable by the Assignee to any third party as the direct or indirect result of any action, claim or demand relating to the Marks, whether or not groundless, including without limitation any allegation that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. The Assignor hereby grants to the Assignee and its employees and agents the right to visit the Assignor's plants and facilities where products sold or services provided under any of the Marks are manufactured, stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. The Assignor shall do any and all acts reasonably required by the Assignee to ensure the Assignor's compliance with Paragraph 2(h) of this Agreement.

4. Future Marks. The Assignor shall notify the Assignee promptly in writing upon the filing of any additional applications for Marks or the assignment to the Assignor of any additional Marks not set forth on Schedule A hereto. The Assignor authorizes the Assignee to modify this Agreement by amending Schedule A hereto to include such future Marks.

5. Further Assurances. The Assignor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement, notice or other paper, and take any other action that the Assignee may from time to time reasonably determine to be necessary or desirable in order to create, preserve, perfect, confirm or validate the Assignee's interest in the Marks or to enable the Assignee to obtain the full benefits of this Agreement, or to enable the Assignee to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Marks. The Assignor hereby expressly authorizes the Assignee to record this Agreement in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Assignor's rights or interests comprising or connected with the Marks (including but not limited to rights arising under applicable state law) have been registered or recorded. At the request of the Assignee, the Assignor will use reasonable efforts to obtain the consent of any Person that is necessary or desirable to effect the pledge hereunder of any right, title, claims and benefits now owned or hereafter acquired by the Assignor in and to any Marks. To the extent permitted by law, the Assignor hereby authorizes the Assignee to execute, file and record notices, financing statements or continuation statements in connection herewith without the Assignor's signature appearing thereon. The Assignor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a notice or financing statement. The Assignor shall pay the costs of, or reasonable costs incidental to, any recording or filing of any notice or financing or continuation statements concerning the Marks.

6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Default or Event of Default under the Securities Purchase Agreement or any of the other Transaction Documents; or (b) any breach or violation by the Assignor of any representation, warranty or covenant contained in this Agreement not waived by the Assignee or otherwise cured to the Assignee's satisfaction within fifteen (15) calendar days after notice thereof is given to the Assignor.

7. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, the Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except for Permitted Liens [and licenses granted in the ordinary course of business. The Assignor agrees to maintain the registration of the Marks, if any, in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense; provided, however, that nothing herein contained shall prohibit the Assignor from failing to renew or otherwise abandoning any registrations for the Marks if, in the Assignor's reasonable business judgment, the retention of such item is not material to the proper conduct of its business, provided further, however, that the Assignor shall give the Assignee not less than ten (10) days' prior written notice of any proposed abandonment of, or failure to renew the registration of, any registrations for the Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, in addition to all other rights and remedies given it by this Agreement, the other Transaction Documents and those allowed by law (including without limitation all rights and remedies of a secured party under the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts), which rights and remedies shall be cumulative and may be exercised singly or concurrently and without resort or regard to other collateral or sources of reimbursement, and without limiting the generality of the foregoing, the Assignee may immediately, or at any time or from time to time thereafter:

(a) without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Marks, the goodwill and equipment associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of said sale or other disposition all expenses incurred in connection therewith (including all reasonable expenses for brokers' fees and legal services) or otherwise incurred hereunder, shall apply the residue of such proceeds for the payment of the Guarantor Obligations. (Notice of any such sale or other disposition of the Marks shall be given to Assignor at least ten (10) calendar days before any public or private sale or other disposition of the Marks and the Assignor agrees that such notice shall constitute "reasonable authenticated notification" within the meaning of Section 9-611(b) of the Uniform Commercial Code. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.);

(b) license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Marks throughout the world for

such term or terms, on such conditions and in such manner as the Assignee shall in its sole discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Guarantor Obligations; or

(c) without assuming any obligations or liability thereunder, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Assignor in, to and under the applicable license or sublicense agreement respecting any Marks and take or refrain from taking any action thereunder, and the Assignor hereby releases the Assignee from, and agrees to hold the Assignee free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of the Assignee's gross negligence or willful misconduct.

9. Power of Attorney. If any Event of Default shall have occurred, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person, or necessary for the Assignee to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due on or by virtue thereof and to extend the time of payment thereof and to make any allowance and other adjustments with reference thereto, or to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This appointment of power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Assignor shall completely satisfy all of the Guarantor Obligations and all obligations of the Borrower under the Securities Purchase Agreement and the other Transaction Documents have been completely satisfied, and the Securities Purchase Agreement shall have terminated, this Agreement shall terminate and the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto. If, however, after this Agreement is terminated, payment, or any part thereof, of any such obligations is rescinded or must otherwise be restored or returned by the Assignee upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Assignor or the Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Assignor or the Borrower or any substantial part of their property, or otherwise, the security interest granted hereunder and all rights of the Assignee to the Marks shall be reinstated, all as though such payments had not been made.

11. Fees and Expenses of Assignee. In addition to all other payment obligations of the Assignor to the Assignee set forth herein, if an Event of Default shall have occurred, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee in

connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignor on demand by the Assignee, and until so paid shall bear interest at the Default Rate as defined in the Securities Purchase Agreement.

12. Protection of Marks.

(i) The Assignor shall take all actions to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in connection therewith.

(ii) If an Event of Default shall have occurred, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this Paragraph 12.

13. Continuing Liability. The Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation respecting any of the Marks collaterally assigned to the Assignee hereunder to observe and perform all the conditions and obligations to be observed and performed by the Assignor thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Assignee shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the receipt by the Assignee of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Assignee be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

14. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Transaction Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege. The Assignor waives presentment, demand, notice, protest, notice of acceptance of this Agreement, notice of any Marks received or delivered and any other action taken in reliance hereon and all other demands and notices of any description, except for such demands and notices as are expressly required to be provided to the Assignor under this Agreement or



the other Transaction Documents. The Assignor waives, to the full extent permitted by law, the benefit of all appraisement, valuation, stay, extension and redemption laws now or hereafter in force. With respect to obligations of both the Assignor hereunder and the Borrower under the Securities Purchase Agreement and the other Transaction Documents, and with respect to any collateral thereof, the Assignor assents to any extension or postponement of the time of payment or any other forgiveness or indulgence, to any substitution, exchange or release of collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Assignee may deem advisable. The Assignee may exercise its rights with respect to the Marks without resorting, or regard, to other collateral or sources of reimbursement for such obligations. The Assignee shall not be deemed to have waived any of its rights with respect to the Marks unless such waiver is in writing and otherwise in accordance with the provisions of Paragraph 17 hereof.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Transaction Documents, will permit the Assignee, upon the happening of an Event of Default as provided herein, to make use of all rights of the Assignor to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Transaction Documents, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

17. Amendment. Except as otherwise provided in Paragraph 4 hereof, this Agreement is subject to modification only if (i) set forth in a written agreement signed by the Assignor and an authorized officer of the Assignee, and (ii) consented to by the Required Holders or all Holders in accordance with Section 11.2 of the Securities Purchase Agreement if such consent is required by said Section.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, that the Assignor may not assign or transfer its rights or obligations hereunder.

19. Notices. Any written notices required or permitted by this Agreement shall be effective if delivered in accordance with Section 11.7 of the Securities Purchase Agreement.

20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts. THE ASSIGNOR CONSENTS TO THE JURISDICTION OF ANY OF THE FEDERAL OR STATE COURTS LOCATED IN THE COMMONWEALTH OF

MASSACHUSETTS IN CONNECTION WITH ANY ACTION TO ENFORCE THE RIGHTS OF THE ASSIGNEE UNDER THIS AGREEMENT. THE ASSIGNOR IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION BROUGHT IN THE COURTS REFERRED TO IN THE PRECEDING SENTENCE AND HEREBY IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH ACTION THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

21. Acknowledgment. THIS TRADEMARK SECURITY ASSIGNMENT CONTAINS A POWER OF ATTORNEY COUPLED WITH AN INTEREST AND IS FOR THE SOLE BENEFIT OF THE ASSIGNEE AND THE HOLDERS. THIS SECURITY IS BEING EXECUTED IN CONNECTION WITH A FINANCIAL TRANSACTION FOR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THE ASSIGNEE, AS AGENT FOR THE ASSIGNOR UNDER THE POWER OF ATTORNEY, IS NOT A FIDUCIARY FOR THE ASSIGNOR. THE ASSIGNEE, IN EXERCISING ANY OF ITS RIGHTS OR POWERS PURSUANT TO THE POWER OF ATTORNEY, MAY DO SO FOR THE SOLE BENEFIT OF THE ASSIGNEE AND OTHER HOLDERS AND NOT FOR THE ASSIGNOR.

22. General. This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. Paragraph headings are for convenience of reference only and are not a part of this Agreement.

23. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Assignor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE PURCHASERS WOULD NOT PURCHASE THE NOTES IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS TRADEMARK SECURITY ASSIGNMENT.

24. Subordination. Notwithstanding anything in this Agreement to the contrary, the Assignee acknowledges and agrees that its rights hereunder are subject to the terms and conditions set forth in the Subordination Agreement. If the performance of any obligation of the Assignor or the exercise of any right granted to the Assignee is not permitted pursuant to the Subordination Agreement then such obligation of the Assignor, or such right of the Assignee, shall be suspended to the extent, and for so long as, the same is not permitted to be performed or exercised under the Subordination Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

HOUGHTON TECHNICAL CORP.

By: *Stephen B. Harris*  
Name: Stephen B. Harris  
Title: Vice President

JOHN HANCOCK LIFE INSURANCE COMPANY, as  
Collateral Agent


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

HOUGHTON TECHNICAL CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JOHN HANCOCK LIFE INSURANCE COMPANY, as  
Collateral Agent

By:  \_\_\_\_\_  
Name: Lorn C. Davis  
Title: Director

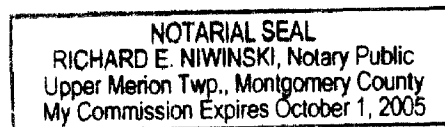
**CERTIFICATE OF ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18 day of January, 2002, personally appeared Stephen B. Harris to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Vice President of HOUGHTON TECHNICAL CORP., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of the said association by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: October 1, 2005



Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 002480 FRAME: 0261**

Schedule A  
(Marks)

*Trademarks Owned by Houghton Technical Corp.*

| <b>Trademark<br/>Registration Number</b> | <b>Trademark Name</b>                  | <b>Status and Date</b>              |
|--|--|-------------------------------------|
| 0931209                                  | Aqua-Quench                            | Renewed - 11/7/91                   |
| 0711329                                  | Cerfa-Kleen                            | Renewed - 4/18/01                   |
| 0953448                                  | Cindepol                               | Renewed - 2/24/93                   |
| 0776873                                  | Cindol                                 | Renewed - Registered -<br>9/18/84   |
| 0398265                                  | Cosmoline                              | Renewed - 10/20/82                  |
| 0146254                                  | Cosmolubric                            | Renewed - 7/31/01                   |
| 0354220                                  | Cut-Max                                | Renewed - 9/18/97                   |
| 2068149                                  | Die Kote                               | Registered - Supp. Reg. -<br>6/3/97 |
| 2237142                                  | Fluidcare                              | Registered - 4/6/99                 |
| 0911722                                  | Hi-Temp                                | Renewed - 4/18/01                   |
| 0256604                                  | Hocut                                  | Renewed - 5/3/89                    |
| 0515021                                  | Houghto-Quench                         | Renewed - 7/19/89                   |
| 0503431                                  | Houghto-Black                          | Renewed - 12/19/88                  |
| 0222255                                  | Houghto-Clean                          | Renewed - 11/18/86                  |
| 0727626                                  | Houghto Safe 620                       | Renewed - Registered -<br>2/23/82   |
| 0704471                                  | Houghto-Safe                           | Renewed - 1/18/01                   |
| 0256723                                  | Houghtodraw                            | Renewed - 5/3/89                    |
| 0256724                                  | Houghtogrind                           | Renewed - 5/3/89                    |
| 0998375                                  | H Houghton (or) Houghton & H<br>Design | Renewed - 8/1/94                    |
| 0183194                                  | Houghton's Draw Temp                   | Renewed - 3/13/84                   |
| 0124386                                  | The Houghton Line                      | Renewed - 2/9/99                    |
| 0094638                                  | Houghton's                             | Renewed - 11/22/93                  |
| 0183195                                  | Houghton's Liquid Heat                 | Renewed - 3/13/84                   |
| 1085200                                  | Hydra-Cut                              | Renewed - 10/2/97                   |
| 1289635                                  | Hydra-Vis                              | Registered - Accepted -<br>6/18/90  |
| 0524927                                  | Hydro-Drive                            | Renewed - 11/21/00                  |
| 0146255                                  | Hydrolubric                            | Renewed - 7/12/01                   |
| 0836180                                  | Lanolubric                             | Renewed - 12/29/87                  |
| 0515719                                  | Mar-Temp                               | Renewed - 7/24/89                   |
| 0503907                                  | Mar Temp                               | Renewed - 1/10/89                   |
| 0302904                                  | Permasol                               | Renewed - 2/10/93                   |
| 2167632                                  | Rechem                                 | Registered - 6/23/98                |
| 0132171                                  | Rust Veto                              | Renewed - 1/20/01                   |
| 0751891                                  | Slimex                                 | Renewed - Registered - 7/2/83       |
| 0108250                                  | Solcut                                 | Renewed - 9/18/95                   |

0302902  
2158959  
0653660  
0227927

Sta-Put  
Tandemol  
Tandemol  
Vital

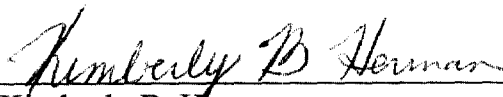
Renewed - 3/25/93  
Registered - 5/19/98  
Renewed - 6/18/97  
Renewed - 6/30/87



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Schedule B  
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