

05-06-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102079230

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

1. Name of conveying party(ies):  
**Sherwin Alumina, L.P.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_ *H-15-02*

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

2. Name and address of receiving party(ies)  
Name: **The CIT Group/Business Credit, Inc.**  
Internal Address: \_\_\_\_\_  
Street Address: **1200 Ashwood Parkway**  
City: **Atlanta** State: **GA** Zip: **30338**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **New York**  
 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: **8/1/01**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
**\* See Attached Schedule**

B. Trademark Registration No.(s) \_\_\_\_\_  
**\*See Attached Schedule**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Robert H. G. Lockwood**  
Internal Address: **Smith, Gambrell & Russell, LLP**  
**Suite 3100, Promenade II**  
Street Address: **1230 Peachtree St., N.E.**  
City: **Atlanta** State: **GA** Zip: **30309-3592**

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41)..... \$ **340.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
**Robert H. G. Lockwood**                      *Robert H. G. Lockwood*                      **4/11/02**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **9**

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

05/03/2002 DBYRME 00000147 78072641  
01 FC:481 40.00 DP  
02 FC:482 300.00 DP

TRADEMARK  
REEL: 2499 FRAME: 0735

TRADEMARK REGISTRATIONS

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<u>Registration Number/Application Number</u>	<u>Marks</u>
78-072641	BPU Reynolds, Inc., Sherwin Alumina Company plus Design
76-215725	RH-15
76-215572	RH-20
76-215604	RH-30
76-243223	RC-1
654,671	Knight, Horse & Dragon Design
1,259,809	OUR QUALITY SHINES THROUGH
1,258,252	OUR QUALITY SHINES THROUGH and Design
765,763	REYNOLDS
704,186	REYNOLDS ALUMINUM
944,475	REYNOLDS ALUMINUM and Round Corner
704,185	REYNOLDS ALUMINUM Bordering Knight, Horse and Dragon Design
840,297	REYNOLDS METALS

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LIT/754662.1

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, effective as of August 1, 2001, by **SHERWIN ALUMINA, L.P.**, a Texas limited partnership ("Grantor"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement effective as of the date hereof by and among Grantor, other borrowers party thereto (together with Grantor referred to herein collectively as, the "Borrowers"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers; and

WHEREAS, Agent and Lenders are willing to make Revolving Credit Loans, the Term Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks, all rights to use trademarks and all trademark licenses to which it is a party including those referred to on Schedule 1 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 products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or 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.

### 3. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein; and

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred, or if Grantor fails to perform any agreement or to meet any of the obligations to the Agent hereunder, in addition to any and all other rights and remedies that Agent may have in the Loan Agreement, in any other Loan Document or at law, all of the right, title and interest of Grantor in and to the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee, and Grantor hereby irrevocably constitutes and appoints Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or Agent's own name or the name of Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any goods covered by the registrations listed on Schedule 1 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of Grantor to Agent, due and payable immediately, without demand.

[SIGNATURE PAGE FOLLOWS]

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

SHERWIN ALUMINA, L.P.,

By: Sherwin Alumina, Inc., its general partner

By: *Lewis A. Patterson III*

Name: Lewis A. Patterson III

Title: President

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF GEORGIA )  
 ) ss.  
COUNTY OF Cobb )

On this 14<sup>th</sup> day of December, 2001 before me personally appeared Lewis A. Patterson III proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sherwin Alumina, L.P., by its general partner Sherwin Alumina, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of Sherwin Alumina, L.P. as authorized by its general partner and that he acknowledged said instrument to be the free act and deed of Sherwin Alumina, L.P.

*Babara S. Brown*  
{seal} Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires Jan. 8, 2002

**ACCEPTED AND ACKNOWLEDGED BY:**

**THE CIT GROUP/BUSINESS CREDIT, INC.,**  
as Agent

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

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

**SHERWIN ALUMINA, L.P.,**

By: Sherwin Alumina, Inc., its general partner

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

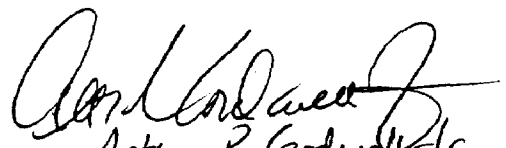
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2001 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sherwin Alumina, L.P., by its general partner Sherwin Alumina, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of Sherwin Alumina, L.P. as authorized by its general partner and that he acknowledged said instrument to be the free act and deed of Sherwin Alumina, L.P.

\_\_\_\_\_  
{seal} Notary Public

**ACCEPTED AND ACKNOWLEDGED BY:**

**THE CIT GROUP/BUSINESS CREDIT, INC.,**  
as Agent

By:   
Name: Arthur R. Cordwell, Jr  
Title: Vice President

SCHEDULE 1  
to  
AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS, TRADEMARK  
LICENSES AND RIGHTS TO USE TRADEMARKS

<u>Registration Number, if any</u>	<u>Mark</u>	<u>Date of First Use</u>
78-072641	BPU Reynolds, Inc., Sherwin Alumina Company plus Design	06/01/2001
Common Law	Sherwin Alumina Company	01/02/2001
76-215725	RH-15	01/01/1999
76-215572	RH-20	01/01/1985
76-215604	RH-30	01/01/1970
76-243223	RC-1	02/22/2001
Common Law	Reybrite	
Common Law	RC-20 (calcined aluminas)	
Common Law	RC-23 (calcined aluminas)	
Common Law	RC-24 (calcined aluminas)	
Common Law	RC-25 (calcined aluminas)	
Common Law	RC-64 (calcined aluminas)	
Common Law	RC-23BM (calcined aluminas)	
Common Law	RC-20GF (calcined aluminas)	
Common Law	RC-24GF (calcined aluminas)	
Common Law	RC-122 (calcined low soda aluminas)	
Common Law	RC-152 (calcined low soda aluminas)	
Common Law	RC-172 (calcined low soda aluminas)	
Common Law	RC-662 (calcined low soda aluminas)	
Common Law	RC-122BM (calcined low soda aluminas)	
Common Law	RC-122DBM (calcined low soda aluminas)	
Common Law	RC-152DMB (calcined low soda aluminas)	
Common Law	RC-172DBM (calcined low soda aluminas)	
Common Law	RC-662(-325) (calcined low soda aluminas)	
Common Law	RH-31 (alumina hydrates)	
Common Law	RH-32 (alumina hydrates)	
Common Law	RH-33 (alumina hydrates)	

CORP/835416.1

**TRADEMARK  
REEL: 2499 FRAME: 0741**

Common Law	RH-35 (alumina hydrates)	
Common Law	RH-730 (alumina hydrates)	
Common Law	CRH-34 (alumina hydrates)	
Common Law	RH-130 (alumina hydrates)	
Common Law	CRH-331 (alumina hydrates)	
Common Law	The designation "RA" followed by a designation of size (e.g., RA-14+28 Mesh)	
654,671	Knight, Horse & Dragon Design	
1,259,809	OUR QUALITY SHINES THROUGH	
1,258,252	OUR QUALITY SHINES THROUGH and Design	
765,763	REYNOLDS	
704,186	REYNOLDS ALUMINUM	
944,475	REYNOLDS ALUMINUM and Round Corner	
704,185	REYNOLDS ALUMINUM Bordering Knight, Horse and Dragon Design	
840,297	REYNOLDS METALS	

CORP/835416.1

**TRADEMARK**  
**REEL: 2499 FRAME: 0742**



**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS AND GOODWILL**

THIS ASSIGNMENT effective as of the 1<sup>st</sup> day of August, 2001 from **SHERWIN ALUMINA, L.P.**, a Texas limited partnership (the "Assignor"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation, as agent (the "Assignee" ), recites and provides:

WHEREAS, Assignor is the owner of, has rights to use or is the licensee of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain for the Lenders all of Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. Assignor acknowledges that it has granted Assignee the right to secure the assets of such Assignor associated with the business symbolized by the Trademarks, under separate agreement.

Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

**SHERWIN ALUMINA, L.P.**,  
By: Sherwin Alumina, Inc., its general partner

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