

05-21-2002



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

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

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

1. Name of conveying party(ies):

Chem-Trend Inc.

5-13-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 28, 2001

2. Name and address of receiving party(ies)

Name: The Royal Bank of Scotland plc Internal (as security trustee for the Address: Secured Parties)

Street Address: 135 Bishopsgate

City: London State: England Zip: EC2M 3UR

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Scottish Bank

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 Attached List

Additional number(s) attached Yes No

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

Name: Christine F. Benton

Internal Address:

Clifford Chance Rogers & Wells LLP

Street Address: 200 Park Avenue

City: New York State: New York Zip: 10166

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41): \$ 415

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1843

(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.

Christine F. Benton

Name of Person Signing

Signature

May 1, 2002 Date

7

05/20/2002 LUMELLER 00000135 181043 1379908 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

01 FC:481 02 FC:482

40.00 CH 375.00 CH

TRADEMARK REEL: 002509 FRAME: 0864

OFFICE OF PUBLIC RECORDS 2002 MAY 13 AM 7:41 FINANCE SECTION

**CHEM TREND, INCORPORATED**

**U.S. TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>
CHEMLEASE	1,379,906
CHEM TREND	0,885,691
CHEM TREND	0,888,549
CHEM-TREND INCORPORATED HELPING INDUSTRY PRODUCE & Design	2,165,271
MONO-COAT	1,202,456
MONO-LUBE	1,748,000
MONO-LUBE	1,258,072
PERMA-MOLD	0,768,631
POWER-LUBE	1,958,235
PURA	1,924,937
RDP	1,113,418
RPM	1,438,814
SAFETY-LUBE	0,897,213
SAFETY-LUBE-SUPER	0,897,214
THE ANSWERS ARE HERE	2,393,951
WATERRELEASE & Design	1,929,828

NYA 533396.1

**TRADEMARK**  
**REEL: 002509 FRAME: 0865**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of September 28, 2001 by Chem-Trend Inc., a Michigan corporation (the "**Grantor**"), in favor of The Royal Bank of Scotland plc, as security trustee for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "**Security Trustee**").

**WITNESSETH:**

**WHEREAS**, pursuant to a Credit Agreement, dated July 12, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including as amended and restated by the Amendment and Restatement Agreement dated on or about the date hereof, the "**Credit Agreement**") between (1) Foseco (Jersey) Limited (formerly Waterloo Project Limited), (2) the Banks, (3) JP Morgan plc as Sole Book Runner (4) JP Morgan plc and The Royal Bank of Scotland plc as Lead Arrangers, (5) The Royal Bank of Scotland plc as Facility Agent, (6) The Royal Bank of Scotland plc as Security Trustee, (7) National Westminster Bank plc as Issuing Bank, and (8) National Westminster Bank plc as Overdraft Bank, the Banks have severally agreed to make available certain facilities on the terms and conditions contained in the Credit Agreement; and

**WHEREAS**, the Grantor is a Guarantor under a Guarantee pursuant to which it has guaranteed the obligations of the Borrowers under the Financing Documents; and

**WHEREAS**, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Security Trustee (the "**Security Agreement**") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Banks and the Security Trustee to enter into the Credit Agreement and to induce the Banks to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Security Trustee as follows:

**Section 1 - Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or in the Security Agreement.

**Section 2 - Grant of Security Interest in Trademark Collateral**

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Security Trustee for the benefit of the Secured Parties a lien on and a security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**") excluding any Collateral that would be rendered invalid, abandoned, void, or unenforceable by reason of its being included as part of the Trademark Collateral:

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I 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 Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, 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.

### **Section 3 - Security Agreement**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Security Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

### **Section 4 - Conditionality**

The parties agree that this Trademark Security Agreement shall have no force and effect unless and until completion has occurred within the meaning of the Sale and Purchase Agreement dated July 12, 2001 between Burmah Castrol PLC and Foseco (Jersey) Limited (formerly Waterloo Project Limited) including, without limitation, that the initial consideration has been paid in accordance with Clause 3.1.3 of said agreement.

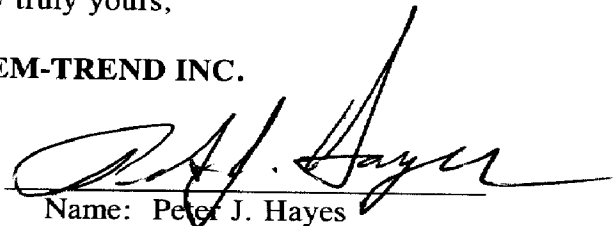
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Very truly yours,

**CHEM-TREND INC.**

By:



Name: Peter J. Hayes

Title: Director

**ACCEPTED AND AGREED:**

**THE ROYAL BANK OF SCOTLAND PLC**

as Security Trustee

By:

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

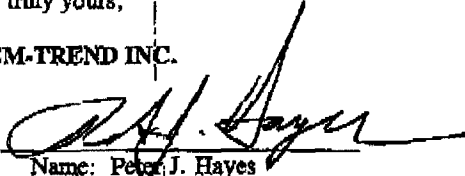
Title:

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Very truly yours,

CHEM-TREND INC.

By:



Name: Peter J. Hayes

Title: Director

ACCEPTED AND AGREED:

THE ROYAL BANK OF SCOTLAND PLC

as Security Trustee

By:



Name: JACKIE ALLEN

Title: DIRECTOR