05-29-2002

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

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

1. Name of conveying party(ies):

LAROCHE INDUSTRIES INC.

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

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

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK

Internal Address:

Street Address: 380 MADISON AVENUE

City: NEW YORK State: NY Zip: 10017

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other 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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: MAY 14, 2002

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

A. Trademark Application No.(s)

76/371463

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... $ 40.00

- ☒ 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.

Jackie Lee — Name of Person Signing

Jackie Lee — Signature

5-22-02 — Date

Total number of pages including cover sheet, attachments, and document: 10

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

05/29/2002 GTON11 00000162 76371463
01 FC:481 40.00 OP

TRADEMARK
REEL: 002514 FRAME: 0874

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, LaRoche Industries Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Lien Grantor, the Lenders party thereto and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as Administrative Agent and LC Issuing Bank, are parties to a Credit Agreement dated as of September 28, 2001 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of September 28, 2001 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Lien Grantor, the Guarantors party thereto and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of MAY, 2002.

LAROCHE INDUSTRIES INC.

By: _____
Name: B. B. Gordon
Title: Vice President + CFO

Acknowledged:

JPMORGAN CHASE BANK
(formerly known as THE CHASE MANHATTAN BANK),
as Administrative Agent

By:_____
Name:
Title:

(NY) 04675/075/SA01/trade.sa.wpd

TRADEMARK
REEL: 002514 FRAME: 0877

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of May, 2002.

LAROCHE INDUSTRIES INC.

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK
(formerly known as THE CHASE MANHATTAN BANK),
as Administrative Agent

By: _____
Name: PATRICK DANIELLO
Title: MANAGING DIRECTOR

(NY) 04675/075/SA01/trade.sa.wpd

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

I, MARY LEE LOCKHART, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that G.B. CURRAN, VP & CFO of LAROCHE INDUSTRIES INC. (the "**Company**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP & CFO, appeared before me this day in person and acknowledged that ~~(s)~~he signed, executed and delivered the said instrument as ~~her~~/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 14th day of MAY, 2002.

[Seal]

Mary Lee Lockhart
Signature of notary public
My Commission expires 8/10/04

Mary Lee Lockhart
Notary Public, DeKalb County, Georgia
My Commission Expires August 10, 2004

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TRADEMARK
REEL: 002514 FRAME: 0879

Schedule 1
to Trademark
Security Agreement

LAROCHE INDUSTRIES INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
	NONE	

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	FILING DATE
Your Total Ammonia Solution	76/371463	2/19/02

(NY) 04675/075/SA01/tradc.sa.wpd

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
	NONE		

(NY) 04675/075/SA01/trade.sa.wpd

Schedule 1
to Trademark
Security Agreement

LAROCHE INDUSTRIES INC.

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