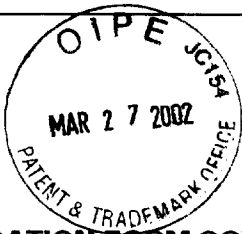


4

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



06-11-2002



102118682

KE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 3-6-02

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment 6-11-02

License

Security Agreement Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/02/2002 DBYRNE 00000039 2014941

01 FC:481 40.00 DP

02 FC:482 150.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

06/12/2002 GTDN11 00000073 2014941

01 FC:482 25.00 DP

TRADEMARK
REEL: 002522 FRAME: 0259

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
See Schedule A attached hereto and made a part hereof.						
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Elizabeth A. Szklarz

Name of Person Signing



Signature

2/28/02

Date Signed

SCHEDULE A**TO TRADEMARK COLLATERAL AGREEMENT**

<i>County</i>	<i>Status</i>	<i>Mark</i>	<i>Appln. No.</i>	<i>File Date</i>	<i>Reg. No.</i>	<i>Reg. Date.</i>
United States	Registered	Velsicol	74/667,408	04/28/95	2,014,941	11/12/96
United States	Registered	V (Logo Only)	73/377,449	07/30/82	1,278,604	05/22/84
United States	Registered	Admex (Stylized)	71/656,367	11/16/53	594,081	08/24/54
United States	Registered	Velsicure	74/237,850	01/15/92	1,759,320	03/23/93
United States	Registered	Velate	73/684,079	09/14/87	1,524,055	02/14/89
United States	Registered	V (Logo Only)	73/374,752	07/14/82	1,312,860	01/08/85
United States	Registered	Benzoflex	71/658,946	01/04/54	594,719	09/07/54
United States	Registered	Termide	73/314,242	06/11/81	1,247,517	08/09/83

TRADEMARK COLLATERAL AGREEMENT

This 28th day of February 2002, Velsicol Chemical Corporation, a Delaware corporation with its principal place of business and mailing address at 10400 West Higgins Road, Suite 600, Rosemont, Illinois 60018-3713 ("*Assignor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*Harris Bank*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690, acting as collateral agent hereunder for the various banks and financial institutions pursuant to the Security Agreement (said Harris Bank acting as such collateral agent and any successor or successors to Harris Bank acting in such capacity being hereinafter referred to as the "*Assignee*"), and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by the Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Amended and Restated Security Agreement bearing even date herewith by and between Assignor and Assignee, as the same may from time to time be modified, amended or restated (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Assignee of any applications by the Assignor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as the Assignor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Assignee on such Intent-To-Use Application as collateral security for the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the collateral assignment, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have the same meanings herein as such terms have in the Security Agreement, unless the context requires otherwise.

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

VELSICOL CHEMICAL CORPORATION

By Lawrence M. Heston
Its EXECUTIVE VICE PRESIDENT

(Type or Print Name)

ACCEPTED AND AGREED TO

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By _____
Its Vice President

(Type or Print Name)

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the collateral assignment, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have the same meanings herein as such terms have in the Security Agreement, unless the context requires otherwise.

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

VELSICOL CHEMICAL CORPORATION

By _____
Its _____

(Type or Print Name)

ACCEPTED AND AGREED TO

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By Len E. Meyer
Its Vice President

Len E. Meyer
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Melonie A. Gross a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lawrence M. Hartman, _____ of Velsicol Chemical Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive V.P. appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27 day of February, 2002.



Melonie A. Gross
Notary Public

Melonie A. Gross
(Type or Print Name)

My Commission Expires:
July 6, 2005

STATE OF ILLINOIS

)

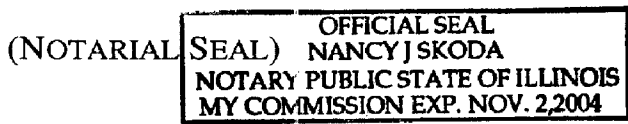
) SS

COUNTY OF COOK

)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Len E. Meyer, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of February, 2002.



Nancy J. Skoda
Notary Public

NANCY J. SKODA
(Type or Print Name)

My Commission Expires:

Nov. 2, 2004

MAY 28, 2002

PTAS

Chief Information Officer
Washington, DC 20231
www.uspto.gov

CHAPMAN AND CUTLER
ELIZABETH A. SZKLARZ
111 WEST MONROE STREET
CHICAGO, IL 60603



102040749A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102040749

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$25 .

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

APPROVED FOR FILING
MAY 28 11 56 AM '02
ASSIGNMENT DIVISION