06-28-2002

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

TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

6.24.02

SIA Adhesives, 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: 38th Floor

Street Address: 270 Park Avenue

City: New York State: New York Zip: 10017

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

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 31, 2002

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2,478,463 841,866

Additional number(s) attached ☐ Yes ☒ No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) $ 65.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(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.*

| Tamara Hrivnak | T. Hrivnak | June 18, 2002 |
|---|---|---|
| Name of Person Signing | Signature | Date |

Total number of pages including cover sheet, attachments, and document: 11

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

06/27/2002 TDIAZ1 00000154 2478463

01 FC:481 40.00 OP
02 FC:482 25.00 OP

00 FC:

NYDOCS04/348162.1

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1.

2. Name of conveying party(ies):

Imperial Adhesives, Inc.

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

## NO ADDITIONAL PAGES

# INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated as of May 31, 2002, is made by the Persons listed on the signature page hereof (the "***Grantors***") in favor of JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as Administrative Agent (the "***Administrative Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Sovereign Specialty Chemicals, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of December 29, 1999, as amended and restated pursuant to an Amended and Restated Credit Agreement dated as of April 6, 2000 (as such agreement may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with the Administrative Agent and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated December 29, 1999, as amended and restated pursuant to an Amended and Restated Security Agreement dated as of April 6, 2000, made by the Grantors and the other Persons listed on the signature pages thereof to the Administrative Agent (as such agreement may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantors and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantors and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantors and such other Persons to the Administrative Agent dated October 23, 2000 (as amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantors have granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Confirmation of Grant of Security. Each of the Grantors hereby acknowledges and confirms the grant of a security interest to the Administrative Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security

Agreement in and to all of such Grantors right, title and interest in and to the following (the "***Additional Collateral***"):

(i) The United States, international, and foreign patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "***Patents***");

(ii) The United States and foreign trademark and service mark registrations, applications (other than any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such intent-to-use trademark application under applicable law), and licenses set forth in Schedule B hereto together with all goodwill of the business connected therewith and symbolized thereby and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever pertaining thereto (the "***Trademarks***");

(iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement and Schedules A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. Each of the Grantors authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SIA ADHESIVES, INC.

By_____
Name: John R. Mellett
Title: Vice President

Address for Notices: 225 West Washington Street,
Suite 2200
Chicago, IL 60606

IMPERIAL ADHESIVES, INC.

By_____
Name: John R. Mellett
Title: Vice President

Address for Notices: 225 West Washington Street,
Suite 2200
Chicago, IL 60606



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TRADEMARK
REEL: 002533 FRAME: 0129

## SCHEDULE A
## PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

None.

## SCHEDULE B

## TRADEMARK AND SERVICE MARK REGISTRATIONS, APPLICATIONS AND LICENSES

TRADEMARKS

SIA Adhesives, Inc.

| Country | Mark | Status | Registration Number |
|---|---|---|---|
| United States | SU-PUR-LOCK | Registered | 2,478,463 |

Imperial Adhesives, Inc.

| Country | Mark | Status | Registration Number |
|---|---|---|---|
| United States | WHISPER SPRAY | Registered | 841,866 |

## SCHEDULE C
## COPYRIGHTS, COPYRIGHT REGISTRATIONS, APPLICATIONS AND LICENSES

None.



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