

09-30-2002

9-30-02

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):

Borden Chemical Canada, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 9/23/02

2. Name and address of receiving party(ies)

Name: Fleet Capital Canada Corporation, as Canadian Agent

Internal

Address:

Street Address: 1 South Wacker Dr. Suite 1400

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Canadian
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1252582

Additional number(s) attached  Yes  No

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

Name: Kristin Brozovic

Internal Address:

Street Address: 233 S. Wacker Drive,

Suite 5800

City: Chicago State: IL Zip: 60606

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:

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic

Name of Person Signing

*Kristin Brozovic*  
Signature

9/26/02

Date

Total number of pages including cover sheet, attachments, and document: 22

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

10/01/2002 6TOM11 00000040 1252582

01 FI:481

40.00 OP

TRADEMARK  
REEL: 002589 FRAME: 0625

Continuation of Item #1

Borden Chemical UK Limited  
a corporation organized under the laws of England and Wales  
Sully Moors Road  
Penarth, South Glamorgan, England

Borden Chemical GB Limited  
a corporation organized under the laws of England and Wales  
Sully Moors Road  
Penarth, South Glamorgan, England

Continuation of Item #2

Fleet Capital Canada Corporation, as Canadian Agent  
One South Wacker Drive  
Suite 1400  
Chicago, IL 60606

Fleet National Bank, London U.K. Branch, trading as FleetBoston Financial, as UK Agent  
One South Wacker Drive  
Suite 1400  
Chicago, IL 60606

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# U.K. BORROWERS AND CANADIAN BORROWER

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 23 2002, among BORDEN CHEMICAL CANADA, INC., a Canadian corporation ("Borden Canada"), BORDEN CHEMICAL UK LIMITED, a corporation organized under the laws of England and Wales ("Borden U.K."), and BORDEN CHEMICAL GB LIMITED, a corporation organized under the laws of England and Wales ("Borden GB") (Borden Canada, Borden U.K. and Borden GB are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), FLEET CAPITAL CANADA CORPORATION, individually and in its capacity as Canadian Agent (the "Canadian Agent"), and FLEET NATIONAL BANK, LONDON U.K. BRANCH, trading as FleetBoston Financial, individually and in its capacity as U.K. Agent (the "U.K. Agent" and, together with the Canadian Agent, the "Agents").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, by and among Grantors, Borden Chemical, Inc. (the "U.S. Borrower"), Fleet Capital Corporation, as Agent ("U.S. Agent"), Agents and Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans to Borrowers and U.S. Agent and U.K. Agent have agreed to incur LC Obligations on behalf of U.S. Borrower and U.K. Borrowers, respectively;

WHEREAS, Agents and Lenders are willing to make the Loans to Borrowers and U.S. Agent and U.K. Agent have agreed to incur LC Obligations on behalf of U.S. Borrower and U.K. Borrowers, respectively, as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have granted a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the U.K. Obligations and Canadian Obligations of Grantors under the Loan Agreement and to pledge and grant a security interest in the Trademark Collateral as security for the U.K. Obligations and Canadian Obligations;

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agents, for Agents and the ratable benefit of Lenders, this 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Appendix A thereto to the Loan Agreement. Additionally, the following terms shall have the following respective meanings:

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agents, on behalf of Agents and Lenders, a continuing first priority security interest in all of such 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 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 products and proceeds of the foregoing, including, without limitation, any claim by such 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agents, on behalf of Agents and Lenders, pursuant to the Loan Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agents 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.

[signature page follows]

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

**BORDEN CHEMICAL CANADA, INC.**

By: George F. Knight  
Name: George F. Knight  
Title: Treasurer

**BORDEN CHEMICAL UK LIMITED**

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

**BORDEN CHEMICAL GB LIMITED**

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

**ACCEPTED AND ACKNOWLEDGED BY:**

**FLEET CAPITAL CANADA CORPORATION,**  
as Canadian Agent

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

**FLEET NATIONAL BANK, LONDON U.K. BRANCH,**  
trading as FleetBoston Financial, as U.K. Agent

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

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

**BORDEN CHEMICAL CANADA, INC.**

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

**BORDEN CHEMICAL UK LIMITED**

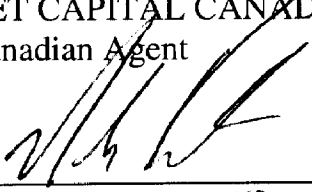
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORDEN CHEMICAL GB LIMITED**

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

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CANADA CORPORATION,  
as Canadian Agent

By:  \_\_\_\_\_  
Name: NICK CRISTO  
Title: CREDIT MANAGER

FLEET NATIONAL BANK, LONDON U.K. BRANCH,  
trading as FleetBoston Financial, as U.K. Agent

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

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

**BORDEN CHEMICAL CANADA, INC.**

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

**BORDEN CHEMICAL UK LIMITED**

By: P. J. Hartland  
Name: P. J. Hartland  
Title: Managing Director

**BORDEN CHEMICAL GB LIMITED**

By: B. H. Jones  
Name: B. H. Jones  
Title: Director & Co. Secretary

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CANADA CORPORATION,  
as Canadian Agent

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

FLEET NATIONAL BANK, LONDON U.K. BRANCH,  
trading as FleetBoston Financial, as U.K. Agent

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

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

**BORDEN CHEMICAL CANADA, INC.**

By: \_\_\_\_\_

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

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

**BORDEN CHEMICAL UK LIMITED**

By: \_\_\_\_\_

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

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

**BORDEN CHEMICAL GB LIMITED**

By: \_\_\_\_\_

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

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

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CANADA CORPORATION,  
as Canadian Agent

By: \_\_\_\_\_

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

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

FLEET NATIONAL BANK, LONDON U.K. BRANCH,  
trading as FleetBoston Financial, as U.K. Agent

By: 

Name: M.J. Rowe

Title: Vice President



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Name of Grantor	Mark Reg. No.	Date	Country
Borden Chemical GB Limited	1252582	10/4/83	USA

CH\546623.1

RECORDED: 09/30/2002

TRADEMARK  
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