

10-22-2002

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): 10-15-02 MRD JP Morgan Chase, as successor in interest to Texas Commerce Bank National Association

2. Name and address of receiving party(ies) Name: Gantrade Corporation Internal Address: 210 Summit Avenue Street Address: City: Montvale State: NJ Zip: 07645

3. Nature of conveyance: [X] Other Assignment of Trademark Execution Date: April 4, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 382669, 635018, 757068, 780782 and 792007

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Deborah M. Lodge Internal Address: Patton Boggs LLP Street Address: 2550 M Street, N.W. City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): \$140 8. Deposit account number: 50-0709

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. Deborah M. Lodge Name of Person Signing Signature Date 10/9/02

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

10/21/2002 TDIAZ1 00000072 500709 382669 01 FC:0521 40.00 CH 02 FC:0522 100.00 CH

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

TRADEMARK REEL: 002602 FRAME: 0348

OFFICE OF PUBLIC RECORDS 2002 OCT 15 AM 9:52 FINANCE SECTION

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS Assignment of Trademark Security Agreement ("Assignment") dated as of April 4, 2002, is executed and delivered by JPMORGAN CHASE BANK, a New York banking corporation and successor in interest to Texas Commerce Bank National Association, as agent to the Banks (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent"), to GANTRADE CORPORATION (the "Assignee"), a New York corporation.

WHEREAS, Ameripol Synpol Corporation ("ASC"), a Delaware corporation, Agent and certain financial institutions a party thereto from time to time (collectively, the "Banks" and each a "Bank") have entered into an amended and restated Loan Agreement dated as of October 1, 1997 (as amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, ASC and Texas Commerce Bank National Association, as Agent on behalf of the Banks, have entered into a Trademark Security Agreement dated as of December 17, 1992, a copy of which is attached hereto as EXHIBIT A and hereby made a part hereof, which Trademark Security Agreement was within the contemplation of the Loan Agreement; and

WHEREAS, the Loan Agreement is being retired contemporaneously herewith and Agent is now willing to transfer, set over and assign all of its right, title and interest in and to said Trademark Security Agreement to Assignee.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Agent does hereby transfer, set over and assign to Assignee all of Agent's right, title and interest in and to said Trademark Security Agreement, including, without limitation, the security interest established thereby.
2. Without further consideration and at Assignee's expense, Agent shall execute and deliver to Assignee such instruments as Assignee may reasonably request in order to evidence and give effect to the transfer, setting over and assignment contemplated by this Assignment with respect to said Trademark Security Agreement.
3. This Assignment shall be binding upon, and inure to the benefit of, Agent and Assignee and their respective successors and assigns.
4. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Assignment shall not be affected thereby, and this Assignment shall be liberally construed so as to carry out the intent of Agent and Assignee.
5. This Assignment shall be governed by and construed in accordance with the applicable laws of the State of New York and the United States of America from time to time in effect.

IN WITNESS WHEREOF, Agent has caused this Assignment to be duly executed by its officer thereunto duly authorized as of day and year first above written.

JPMORGAN CHASE BANK, as Agent

By: [Signature]  
Name: THOMAS F MAHER  
Title: MANAGING DIRECTOR

THE STATE OF NEW YORK §  
  §  
COUNTY OF NEW YORK §

On the 4<sup>th</sup> day of April in the year 2002, before me personally came Thomas F. Maher, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ resides in UPPER SADDLE RIVER, NJ; that he/she is the Managing Director of JPMORGAN CHASE BANK, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

[SEAL]

[Signature]  
Notary Public in and for the  
State of NEW YORK  
Printed Name: Margarita Ortiz

My Commission Expires:  
May 1, 2002

PAATTYNTROJANOWWAMERIPOLDEGUSSA JVTMSA\_ASC\_1.doc

Margarita Ortiz  
Notary Public, State of New York  
Registration #010R8041082  
Qualified in Queens County  
My Commission Expires May 1, 2002

EXHIBIT A

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TRADEMARKS ONLY

Form PTO-1000  
1-88

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

1. Name of conveying party(ies):

AMERIPOL SYNPOL CORPORATION  
1215 Main Street  
Port Neches, TX 77651

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Texas Commerce Bank National Association,  
as Agent

Internal Address: Attn: Refining & Petrochemicals Group  
Street Address: 712 Main Street  
City: Houston State: TX ZIP: 77002

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking 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 Assignments)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                     Change of Name  
 Other \_\_\_\_\_

Execution Date: December \_\_\_\_, 1992

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

382,669  
757,068  
635,018  
792,007  
780,782

Additional numbers attached?  Yes  No

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

Texas Commerce Bank National Association,  
Name: as Agent, Attn: Manager

Internal Address: Refining & Petrochemicals Group

Street Address: 712 Main Street

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
N/A

(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.

By: Mahendra Parekh  
Name: Mahendra Parekh  
Title: President

Ameripol Synpol Corporation  
Name of Person Signing

December 17, 1992  
Date

Signature \_\_\_\_\_

Total number of pages comprising cover sheet: 1

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 17, 1992, is by and between AMERIPOL SYNPOL CORPORATION (the "Debtor"), a corporation duly organized and validly existing under the laws of the State of Delaware, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, as agent for the Banks (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, Debtor, Agent and certain financial institutions a party thereto from time to time (collectively, the "Banks" and each a "Bank") have entered into a Loan Agreement of even date herewith (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, Debtor and Agent on behalf of Banks have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Loan Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

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

1. Grant of Security Interest. Company does hereby grant to Agent on behalf of Banks a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) (x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, described in Schedule 1 attached hereto, and all prints and labels on which said trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including, without limitation, registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, and (y) all reissues,

continuations, continuations-in-part, extensions or renewals thereof (each of the items listed in the preceding clauses (x) and (y) is herein called a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Banks pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of December 17, 1992.

AMERIPOL SYNPOL CORPORATION,  
as Debtor

By: Mahendra Parekh  
Mahendra Parekh,  
President

TEXAS COMMERCE BANK NATIONAL  
ASSOCIATION, as Agent

By: Steve Nordaker  
Steve Nordaker,  
Senior Vice President

Attachment:

Schedule 1 - Trademarks





SCHEDULE 1

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Country</u>
AMERIPOL	382669	UNITED STATES
AMERIPOL MICRO-BLACK	757068	UNITED STATES
I-BR	792007	UNITED STATES
SYNPOL	635018	UNITED STATES
TRAXOL	780782	UNITED STATES

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