11-29-2002

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

102296608

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):

FMC Corporation

11-19-02

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

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution date: October 21, 2002

2. Name and address of receiving party(ies):

Name: Citicorp USA, Inc. (as administrative agent)

Internal Address:

Street Address: Two Penns Way

City: New Castle State: DE Zip: 19720

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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)
See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached ☒ Yes ☐ No

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

Name: Jonathon Tunic

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 205

7. Total fee (37 CFR 3.41): ..... $ 5140.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio — Phyllis Eremitaggio — November 19, 2002
Name of Person Signing — Signature — Date

Total number of pages including cover sheet, attachments, and document: 16

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

11/27/2002 GTON11 00000144 230800 76244239

01 FC:8521 40.00 CH
02 FC:8522 5100.00 CH

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TRADEMARK
REEL: 002621 FRAME: 0327

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A.	REGISTERED TRADEMARKS	SEE ATTACHMENT A
B.	TRADEMARK APPLICATIONS	SEE ATTACHMENT A
C.	TRADEMARK LICENSES	SEE ATTACHMENT B

ATTACHMENT A TO SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	STATUS	REGISTRATION (APPLICATION) NO.
611	USA	PENDING	(76244239)
ABSORBTAPLUS	USA	REGISTERED	2220710
ACCELERATE	USA	REGISTERED	2192502
AC-DI-SOL	USA	REGISTERED	1121687
ACRES AHEAD and design	USA	PENDING	(76372504)
ADVACOR	USA	REGISTERED	2375559
ADVAGUARD	USA	REGISTERED	2236995
ADVAGUARD	USA	REGISTERED	2505090
ADVASERVE	USA	REGISTERED	2416479
AIM	USA	REGISTERED	2585600
AIM design	USA	REGISTERED	2585614
ALGEFIBER	USA	PENDING	(78155989)
AMMO	USA	REGISTERED	1195494
APACHE	USA	REGISTERED	1444817
AQUACOAT	USA	REGISTERED	1152055
AQUATERIC	USA	REGISTERED	1222256
ARIA	USA	PENDING	(76296052)
ARRIVO	USA	REGISTERED	1063099
ASSOCIATE	USA	PENDING	(76078168)
ASTRO	USA	REGISTERED	1960346
AUTHORITY	USA	REGISTERED	2494518
AUTHORITY and design	USA	REGISTERED	2547483
AVICEL	USA	REGISTERED	717028
AVICEL-PLUS!	USA	REGISTERED	2217831
AVISPHERES	USA	PENDING	75850913
BIFLEX	USA	REGISTERED	1949903
BRIGADE	USA	REGISTERED	1409140
CAPTURE	USA	REGISTERED	1358805
CENTIUM	USA	PENDING	(76293164)
CIRRUS	USA	PENDING	(75404843)
CL 611	USA	PENDING	(76244238)
CLEANFIELDS	USA	REGISTERED	2172240

ATTACHMENT A TO SCHEDULE 1
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MARK	COUNTRY	STATUS	REGISTRATION (APPLICATION) NO.
CLEARLI	USA	PENDING	(76223252)
COMMAND	USA	REGISTERED	1191052
COMMENCE	USA	REGISTERED	2050355
COMPACK	USA	PENDING	(76213431)
CUSTOM DELIVERY SYSTEM	USA	REGISTERED	2419402
CYNOFF	USA	REGISTERED	1479304
DEFENDER	USA	PENDING	(76235347)
DRAGNET	USA	REGISTERED	1058195
DUROX	USA	REGISTERED	2311717
ECHELON	USA	PENDING	(76293165)
ECLIP	USA	PENDING	75866943
ENDURANCE MCC	USA	REGISTERED	2166250
ENDURANCE PLUS	USA	REGISTERED	2292984
ENGEL	USA	PENDING	2588397
ERUPT	USA	PENDING	(75642346)
FIRSTLINE	USA	REGISTERED	2067744
FIRSTLINE	USA	REGISTERED	2095656
FIRSTLINE and design	USA	REGISTERED	2247905
FIRSTLINE and design	USA	REGISTERED	2160757
FLEE	USA	PENDING	(76197702)
FLUORGUARD	USA	PENDING	(75241411)
FMC	USA	REGISTERED	1027170
FMC	USA	REGISTERED	1038066
FMC	USA	REGISTERED	1052634
FMC	USA	REGISTERED	1055496
FMC	USA	REGISTERED	1071605
FMC	USA	REGISTERED	1095676
FMC	USA	REGISTERED	1095700
FMC	USA	REGISTERED	1095747
FMC	USA	REGISTERED	1095761
FMC	USA	REGISTERED	1095884
FMC	USA	REGISTERED	1096269

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MARK	COUNTRY	STATUS	REGISTRATION (APPLICATION) NO.
FMC	USA	REGISTERED	1173769
FMC	USA	REGISTERED	1285041
FMC	USA	REGISTERED	1302310
FMC	USA	REGISTERED	886956
FMC	USA	REGISTERED	2113695
FMC	USA	REGISTERED	2216332
FMC (STYLIZED)	USA	REGISTERED	1000743
FMC (STYLIZED)	USA	REGISTERED	1001220
FMC (STYLIZED)	USA	REGISTERED	1008986
FMC (STYLIZED)	USA	REGISTERED	1010753
FMC (STYLIZED)	USA	REGISTERED	1036808
FMC (STYLIZED)	USA	REGISTERED	1037195
FMC (STYLIZED)	USA	REGISTERED	1128155
FMC (STYLIZED)	USA	REGISTERED	1159063
FMC (STYLIZED)	USA	REGISTERED	1175674
FMC (STYLIZED)	USA	REGISTERED	1180842
FMC (STYLIZED)	USA	REGISTERED	1372014
FMC (STYLIZED)	USA	REGISTERED	1394695
FMC (STYLIZED)	USA	REGISTERED	1486728
FMC (STYLIZED)	USA	REGISTERED	1498914
FMC (STYLIZED)	USA	REGISTERED	1540121
FMC (STYLIZED)	USA	REGISTERED	988878
FMC (STYLIZED)	USA	REGISTERED	989431
FMC (STYLIZED)	USA	REGISTERED	990003
FMC (STYLIZED)	USA	REGISTERED	991777
FMC (STYLIZED)	USA	REGISTERED	2228065
FMC FEED FOCUS	USA	REGISTERED	1884896
FORMULA 2	USA	REGISTERED	993553
FURADAN	USA	REGISTERED	1007267
FURADAN	USA	REGISTERED	830459
FURADAN and design	USA	REGISTERED	2269469
FURY	USA	REGISTERED	2360239

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MARK	COUNTRY	STATUS	REGISTRATION (APPLICATION) NO.
FURY design	USA	PENDING	(76280404)
GAMIT	USA	REGISTERED	1450321
GAUNTLET	USA	REGISTERED	2,518,276
GAUNTLET design	USA	REGISTERED	2579863
GELLOID	USA	PENDING	(76347870)
GELBOND	USA	REGISTERED	1171228
GELBOND	USA	PENDING	(76313141)
GELCARIN	USA	REGISTERED	573436
GELCARIN	USA	REGISTERED	573996
GELCARIN	USA	PENDING	(78130744)
GELSTAR	USA	REGISTERED	1448035
GELSTAR	USA	REGISTERED	2468359
GOLDEN LEAF and design	USA	PENDING	(76214001)
GRADE 100	USA	REGISTERED	2221906
GRIZZLI	USA	PENDING	(76372501)
HATCHTRAK	USA	PENDING	(78155819)
HFT	USA	PENDING	(76314903)
HFT Logo	USA	PENDING	(76372500)
HRS	USA	PENDING	(78125808)
HY-BRITE	USA	REGISTERED	996932
HYDROFORMULATED TECHNOLOGY	USA	PENDING	(76314902)
INITIALI	USA	PENDING	(76214000)
INITIALI and design	USA	PENDING	(76314906)
LACTARIN	USA	REGISTERED	1410996
LAMITEX	USA	REGISTERED	1991536
LATTICE	USA	PENDING	(76283237)
LECTRO	USA	PENDING	(75062523)
LECTRO-SALT	USA	REGISTERED	1251991
LIFETECH	USA	REGISTERED	2109423
LIFETIME	USA	REGISTERED	2077830
LIMIT	USA	REGISTERED	2088001

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MARK	COUNTRY	STATUS	REGISTRATION (APPLICATION) NO.
LITHCHIPS	USA	REGISTERED	1275667
LITHCO	USA	REGISTERED	1395437
LITHOSPAR	USA	REGISTERED	1060314
LIZEL	USA	REGISTERED	2101819
LODESTAR	USA	PENDING	(75588391)
LUSTRECLEAR	USA	REGISTERED	2528228
LUSTRECOLOR	USA	PENDING	(75813083)
LUSTREGLOSS	USA	PENDING	(78127062)
MARSHAL	USA	REGISTERED	1163384
MASTERING THE ART OF INNOVATIVE THINKING	USA	PENDING	(76026790)
MATADOR	USA	REGISTERED	2232485
MICROQUICK	USA	REGISTERED	1387922
MICROTHIX	USA	PENDING	(78155991)
MUSTANG	USA	REGISTERED	1860640
MUSTANG design	USA	PENDING	(76223964)
NILYN	USA	REGISTERED	2358118
NO LIMIT	USA	PENDING	(76244240)
NO LIMIT and design	USA	PENDING	(76253345)
NOVAGEL	USA	REGISTERED	2184353
NOVAMATRIX	USA	PENDING	(78125750)
NUTRICOL	USA	REGISTERED	1532498
OPS	USA	PENDING	78-166773
OXYPURE	USA	REGISTERED	2370221
PERMEOX	USA	REGISTERED	1705721
PLATFORM	USA	PENDING	(76318742)
POLICHELIC	USA	PENDING	(76314904)
POLICHELIC and design	USA	PENDING	(76314905)
POSSE	USA	REGISTERED	1058194
POUNCE	USA	REGISTERED	1071269
PREVAIL	USA	REGISTERED	1591664
PROTAWELD	USA	PENDING	(76223253)
PROTACID	USA	PENDING	(78125771)

ATTACHMENT A TO SCHEDULE 1
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MARK	COUNTRY	STATUS	REGISTRATION (APPLICATION) NO.
PROTANAL	USA	REGISTERED	1939118
PROTURON	USA	PENDING	(76280403)
QUALITAINER	USA	REGISTERED	2161190
QUALITAINER	USA	REGISTERED	2175304
RENEW	USA	REGISTERED	2065396
RUGBY	USA	REGISTERED	1428982
S-CARB	USA	REGISTERED	1388770
SCOGIN	USA	REGISTERED	1891872
SCOTEX	USA	REGISTERED	1892857
SEAGEL	USA	REGISTERED	952500
SEAKEM	USA	REGISTERED	581527
SEAKEM	USA	REGISTERED	575982
SEAKEM	USA	REGISTERED	1314142
SEASPEN	USA	REGISTERED	872406
Seed Treatment Logo	USA	REGISTERED	1888172
SESQUI	USA	REGISTERED	2220709
SHARK	USA	REGISTERED	2457641
SKIRMISH	USA	REGISTERED	2232464
SMARTBAIT	USA	PENDING	(76143480)
SMARTBIZ	USA	PENDING	(76143498)
SMARTDISC	USA	PENDING	(75816529)
SMARTRAK	USA	REGISTERED	2541239
SMARTROUTE	USA	PENDING	(76143497)
SPARTAN	USA	REGISTERED	2232484
SPB design	USA	REGISTERED	2395174
SPB design	USA	REGISTERED	2406620
SPIDERWEB	USA	REGISTERED	2457237
SPIDERWEB	USA	REGISTERED	2535794
SPIDERWEB design	USA	REGISTERED	2457238
SPIDERWEB design	USA	REGISTERED	2537814
STALLION	USA	PENDING	(76293163)
STARBURST LOGO	USA	REGISTERED	1604236

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ATTACHMENT A TO SCHEDULE 1
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MARK	COUNTRY	STATUS	REGISTRATION (APPLICATION) NO.
STARION	USA	PENDING	(75/536984)
SUPER D	USA	REGISTERED	1477253
SYSTEMATIC TERMITE CONTROL	USA	REGISTERED	2371460
TALSTAR	USA	REGISTERED	1354921
TENDING TURF	USA	REGISTERED	2358117
U-TURN	USA	REGISTERED	1478279
U-TURN	USA	REGISTERED	1552493
U-TURN and design	USA	REGISTERED	1822790
U-TURN and design	USA	REGISTERED	1534959
VIGOROX	USA	REGISTERED	1945951
VISCARIN	USA	REGISTERED	573997
VISCARIN	USA	REGISTERED	936380
VITACEL	USA	REGISTERED	1362783
Vitamin Design	USA	REGISTERED	2398233

ATTACHMENT B TO SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

LICENSOR	LICENSEE	DATE
FMC CORPORATION	FMC TECHNOLOGIES, INC.	31-May-01
FMC CORPORATION	CBM ACQUISITION CORPORATION	3-Jun-99
FMC CORPORATION	BORAL MATERIAL TECHNOLOGIES INC.	16-Nov-99
FMC CORPORATION	MASON MART	23-Mar-00
FMC CORPORATION	THE EUCLID CHEMICAL CO.	17-Apr-02

TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2002, by FMC CORPORATION (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. *("CUSA")*, as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 21, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Lenders and Issuers party thereto and CUSA, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the U.S. Subsidiary Guaranty pursuant to which they have guaranteed the Secured Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Bank Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Bank Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Bank Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Bank Administrative Agent for the benefit of the Secured Parties, and grants to the Bank Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, 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 Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, 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.

ARTICLE I. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank Administrative Agent with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 002621 FRAME: 0338

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

FMC CORPORATION,
as Borrower and Grantor

By: _____
Name: Thomas C. Deas, Jr.
Title: Vice President & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: _____
Name: Carolyn A. Sheridan
Title: Managing Director & Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 21st day of October, 2002 before me personally appeared Thomas C. Das Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FCI Corporation who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]