

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JASCO Chemical Corp.		07/11/2003	CORPORATION: CALIFORNIA
JASCO Holding Corporation		07/11/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number
Registration Number:	645333
Registration Number:	642768
Registration Number:	643061
Registration Number:	634266

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: Sharon.Patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

Address Line 1: 55 E. Monroe St., Ste. 3700

Address Line 4: Chicago, ILLINOIS 60603

OP \$115.00 645333

900001142

TRADEMARK
REEL: 002688 FRAME: 0993

ATTORNEY DOCKET NUMBER:	5107011
NAME OF SUBMITTER:	Sharon Patterson
Total Attachments: 5 source=tsa_-_ja#page1.tif source=tsa_-_ja#page2.tif source=tsa_-_ja#page3.tif source=tsa_-_ja#page4.tif source=tsa_-_ja#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2003, by JASCO CHEMICAL CORP., a California corporation ("Jasco") and JASCO HOLDING CORPORATION, a Delaware corporation ("Jasco Holdings"; Jasco and Jasco Holdings are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 16, 2002 by and among Grantors, the other Persons named therein as Borrowers, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including without limitation pursuant to that certain Consent and Fourth Amendment to Credit Agreement of even date herewith, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder to Security Agreement dated as of the date herewith, pursuant to which, among other things, Grantors shall have become "Grantors" under, and as such term is defined in, that certain Security Agreement dated as of August 16, 2002 executed by the Credit Parties in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for themselves 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until the Termination Date) 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 damages or other payments received by such Grantor from 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

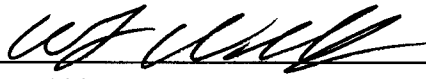
[signature page follows]

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

JASCO CHEMICAL CORP.

By: 
Name: William L. Willhite
Title: Vice President & Treasurer

JASCO HOLDING CORPORATION

By: 
Name: William L. Willhite
Title: Vice President-Finance

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Its Authorized Representative

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

JASCO CHEMICAL CORP.

By: _____
Name: _____
Title: _____

JASCO HOLDING CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Maura Fitzgerald
Name: Maura Fitzgerald
Its Authorized Representative

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
JASCO	645333	5/14/57
JASCO	642768	3/19/57
JASCO	643061	3/19/57
JEENIE (and design)	634266	9/11/56
TERMIN-8	103996 (California)	7/6/98

TRADEMARK APPLICATIONS

<u>Application</u>	<u>Application No.</u>	<u>Date</u>
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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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