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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): Melamine Chemicals, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Harris Trust and Savings Bank, as Agent Internal Address: Street Address: 111 West Monroe Street City: Chicago State: IL Zip: 60603 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Banking Corporation-State Illinois [] 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

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Trademark Collateral Agreement Execution Date: 04/25/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Schedule A B. Trademark Registration No.(s) See Schedule A Additional number(s) attached [x] Yes [] No

6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41): 290.00 [] Enclosed [] Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Internal Address: RETURN TO: FEDERAL RESEARCH CORP 1030 15th STREET NW SUITE 920 WASHINGTON DC 20005 City: State: Zip:

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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. Jane P. Miles, Paralegal Name of Person Signing Signature Date 4/28/03 Total number of pages including cover sheet, attachments, and document: 6

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

05/01/2003 6TON11 00000019 1596884 01 FC:8521 40.00 OP 02 FC:8522 250.00 OP

TRADEMARK REEL: 002721 FRAME: 0345

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. TRADEMARKS
AND PENDING U.S. TRADEMARK APPLICATIONS**

TRADEMARK	REGISTRATION NO.
CUSTOMPAK	1,596,884
MCI and Design	968,987
MELAMINE and Design	2,022,726
MCI	1,844,889
MCI and Design	1,990,636
MELAMINE CHEMICALS, INC.	2,409,668
SUPERFINE	1,915,889
CUSTOMPAK	1,818,654
G.P. CRYSTAL	1,936,299
MELAMINE CHEMICALS, INC. and Design	2,441,699
MELAMINE CHEMICALS, INC.	2,404,951

PENDING U.S. TRADEMARK
APPLICATION NUMBER

TITLE OF APPLICATION

NONE

TRADEMARK COLLATERAL AGREEMENT

This ____ day of April, 2003, Melamine Chemicals, Inc., a Delaware corporation ("*Grantor*"), with its principal place of business and mailing address at 3622 Highway 49 East, P.O. Box 388, Yazoo City, Mississippi 39194-0388, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as agent (in such capacity, the "*Agent*") for itself and the banks and other financial institutions (the "*Lenders*") from time to time parties to the Amended and Restated Credit Agreement dated as of November 15, 2002, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Agent, the Lenders and Mississippi Chemical Corporation, a Mississippi corporation (the "*Borrower*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of February 24, 2000, among the Grantor, the other Debtors named therein and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MELAMINE CHEMICALS, INC.

By Timothy A. Dawson

Name: Timothy A Dawson
Title: Vice President - Finance

HARRIS TRUST AND SAVINGS BANK, as Agent

By Betzaida Erdelyi
Its _____

BETZAIDA ERDELYI
VICE PRESIDENT

(Type or Print Name)

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE