

05-13-2003

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



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

102445871

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

1. Name of conveying party(ies): 5.8.03  
Hukill Chemical Corporation  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation – State Ohio  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: The Provident Bank  
Internal  
Address: \_\_\_\_\_  
Street Address: 1111 Superior Avenue  
City: Cleveland      State: OH      Zip: 44114  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other Ohio Banking Corporation

OFFICE OF PATENT RECORDS  
COMMUNICATIONS SECTION

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No N/A  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Execution Date: November 27, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,128,470  
0,785,023  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert H. Earp, III  
Internal Address: \_\_\_\_\_  
McDonald Hopkins Co., LPA  
Street Address: 2100 Bank One Center  
600 Superior Avenue, E.  
City: Cleveland      State: OH      Zip: 44114

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account – any fee deficiencies.

8. Deposit account number: 13-0265  
  
(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.*

Robert H. Earp, III Reg. No. 41.004  
Name of Person Signing

*Robert H. Earp, III*  
Signature

May 8, 2003  
Date

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

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

05/12/2003 TDIAZI 00000189 1128470

01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

{349248.}

TRADEMARK  
REEL: 002730 FRAME: 0146

# PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

**THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT** (this "Security Agreement") made as of this 21 day of November, 2002, by **HUKILL CHEMICAL CORPORATION**, an Ohio corporation with its principal place of business at 7013 Krick Road, Bedford, Ohio 44146 ("Borrower"), in favor of **THE PROVIDENT BANK**, an Ohio banking corporation ("Bank").

## WITNESSETH:

**WHEREAS**, Borrower has executed that certain Credit and Security Agreement, dated as of the date hereof in favor of Bank (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") with Bank which Loan Agreement provides (i) for Bank to extend credit to or for the account of Borrower and (ii) for the grant by Borrower, to Bank for its benefit of a security interest in certain of Borrower's assets including, without limitation, its patents, patent applications, trademarks, trademark applications, trade dress, trade names, service marks, service mark applications, goodwill and licenses;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Borrower agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations (as defined in the Loan Agreement), Borrower hereby grants, pledges, assigns, transfers and conveys to Bank for its benefit a security interest having priority over all other security interests in and to all of Borrower's right, title and interest in all of its now existing and hereafter created or acquired:

(i) patents and patent applications owned by the Company including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade dress, trade names and trade styles, service marks, service mark registrations and service mark applications owned by the Company including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and trade styles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as "Trademarks");

(iii) unless expressly prohibited by its terms, all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as "Licenses");

(iv) goodwill of Borrower's business connected with and symbolized by the Trademarks;

(v) Accounts, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and

(vi) to the extent not otherwise included, all books, records, proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. Warranties and Representations. Borrower warrants and represents to Bank that:

(i) To the knowledge of Borrower, the Patents, Trademarks, and Licenses have not been terminated, adjudged invalid or unenforceable, or been canceled;

(ii) To the knowledge of Borrower, Borrower is not aware that any of the Patents, Trademarks and Licenses are expired, invalid and/or unenforceable, or have been canceled;

(iii) To the knowledge of Borrower, Borrower is either the licensee or the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances;

(iv) Borrower will continue to use the Trademarks which, in its reasonable business judgment it deems appropriate, for the duration of this Security Agreement provided, however, that prior to abandoning any Trademark it gives Bank ten (10) days written notice thereof;

(v) Other than as disclosed in Schedule D, Borrower has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses;

(vi) Borrower has the authority to execute and deliver this Security Agreement and perform its terms, and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein;

(vii) Borrower will continue to use for the duration of this Security Agreement, standards of quality consistent with industry practice and with the quality of the goods previously manufactured by Borrower's predecessor in its manufacture of products sold under the Patents and Trademarks.

4. Restrictions on Future Agreements. Borrower agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been irrevocably terminated, Borrower shall not sell or assign its interest in the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Borrower's obligations under this Security Agreement, without the prior written consent of Bank, which consent shall not be unreasonably withheld or delayed, and Borrower further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the material rights transferred to Bank under this Security Agreement without the prior written consent of Bank, which consent shall not be unreasonably withheld or delayed.

5. New Patents, Trademarks, and Licenses. Borrower represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, include all of the material Patents, Trademarks, and Licenses now owned by Borrower. If, before the Obligations shall have been satisfied in full or before the Loan Agreement has been irrevocably terminated, Borrower shall (i) become aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed Bank in writing, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Bank prompt written notice thereof. Borrower hereby grants Bank a power of attorney, which shall be irrevocable so long as the Loan Agreement is in existence, solely for the purpose of modifying this Security Agreement to amend Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses and Bank shall give Borrower prompt written notice thereof and provide Borrower with copies of such amended Exhibits. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to Bank, in the form of Schedules I, II and III hereto original of Powers of Attorney for the purpose of permitting Bank to modify and amend Exhibits A, B and C as provided for in this paragraph.

6. Bank's Right to Inspect. Bank shall have the right, upon reasonable notice and at reasonable intervals and prior to payment in full of the Obligations, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Bank, upon Bank's reasonable request from time to time, with a certificate of an officer of Borrower certifying Borrower's compliance with the foregoing. Only upon the occurrence and during the continuance of an Event of Default, Borrower agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

7. Nature and Continuation of Bank's Security Interest; Termination of the Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Collateral and shall terminate only when the Obligations have been indefeasibly paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, Bank shall promptly execute and deliver to Company, at Company's expense, all termination statements and other instruments as may be necessary or proper to terminate Bank's security interest in the Collateral, subject to any disposition thereof which may have been made by Bank pursuant to this Agreement or the Loan Agreement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Obligations is rescinded or must otherwise be returned upon insolvency, bankruptcy or reorganization of Company, all as though such payment had not been made.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Bank in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Borrower and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate for the "Revolving Loans" (as defined in the Loan Agreement).

9. Duties of Borrower. Borrower will (i) prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Loan Agreement has been irrevocably terminated, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, (iii) preserve and maintain all rights in the Patents, Trademarks and Licenses, (iv) ensure that the Patents, Trademarks and Licenses are and remain enforceable, and (v) take appropriate action to halt infringement of the Patents and Trademarks. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower. Borrower shall not abandon any right to file a material patent, trademark or service mark application, or abandon any material pending patent application, or any other material Patent, Trademark or License without giving ten (10) days' prior written notice to Bank.

10. Bank's Right to Sue. After the occurrence and continuance of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower, or Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by writing signed by the parties hereto.

14. Bank's Appointment as Attorney-in-Fact.

(a) Upon the occurrence and continuance of an Event of Default, Borrower hereby irrevocably constitutes and appoints Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Bank the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Bank for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and continuance of an Event of Default, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Bank or as Bank shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Bank may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral (unless prohibited by the express terms in any License) as fully and completely as though Bank were the absolute owner thereof for all purposes, and to do, at Bank's option all acts and things which Bank deems necessary to protect, preserve or realize upon the

Collateral and Bank's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing Borrower further agrees that upon the occurrence and continuance of an Event of Default, Borrower will execute any additional documents which Bank may require in order to confirm this power of attorney, or which Bank may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Bank hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Bank shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Borrower also authorizes Bank to execute, in connection with the sale provided for in Section 16(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

15. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to Bank, in the form of Schedule I hereto, original of a Powers of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 14 hereof and Borrower is executing and delivering to Bank, in the form of Schedule II hereto, original Powers of Attorney for the implementation of the assignment, sale or other disposal of the Patents pursuant to paragraph 14 hereof; and original Powers of Attorney for the implementation of the assignment, sale or other disposal of the Licenses pursuant to paragraph 14 hereof in the form of Schedule III hereto.

16. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing::

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Bank, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Bank, in the same form as received by Borrower (duly indorsed by Borrower to Bank, if required); and

(ii) Any and all such payments so received by Bank (whether from Borrower or otherwise) may, in the sole discretion of Bank, be held by Bank as collateral security for, and/or then or at any time thereafter applied in whole or in part by Bank against all or any part of the Obligations in such order as Bank shall elect. Any balance of such payments held by Bank and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.



(b) If any Event of Default shall occur and be continuing, Bank may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Bank is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Bank to collect any such deficiency and also as to any reasonable attorney's fees incurred by Bank with respect to the collection of any of the Obligations and the enforcement of any of Bank's rights hereunder.

17. Cumulative Remedies; Effect on Loan Agreement. All of Bank's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

18. Conflict. With respect to the Collateral which is the subject of this Security Agreement, in the event of a direct conflict between the terms of this Security Agreement and the Loan Agreement, the terms of this Security Agreement shall be controlling with regard to the Collateral.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of Bank, their respective successors, nominees and assigns.

20. Notices. Any notice to Bank or Borrower under this Security Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

21. Governing Law. This Security Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio.

22. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

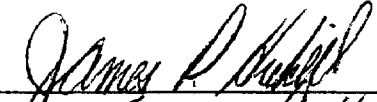
23. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein provided, however, that Bank acknowledges and agrees that no Power of Attorney shall be utilized by Bank until an occurrence and continuance of an Event of Default as provided for in Paragraph 16 above.

24. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

**[Signature page follows]**

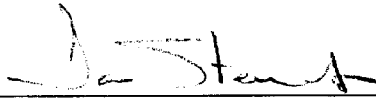
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement in favor of Bank as of the date first written above.

**HUKILL CHEMICAL CORPORATION**, an Ohio corporation

By:   
Name: JAMES P. HUKILL  
Title: Exec. Vice President

**AGREED AND ACCEPTED** this \_\_\_ day of November, 2002

**THE PROVIDENT BANK**,  
An Ohio banking corporation

By: 

**ACKNOWLEDGMENT**

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

The foregoing Patent, Trademark and License Security Agreement was executed and acknowledged before me this 27<sup>th</sup> day of November, 2002 by James P. Hukill, personally known to me to be the Exec. Vice President of HUKILL CHEMICAL CORPORATION, a Delaware corporation, on behalf of such corporation.

Elizabeth A. Lieblisch  
Notary Public  
Cuyahoga County, Ohio

My Commission expires:

September 30, 2007

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )



ELIZABETH A. LIEBLICH  
Notary Public, State of Ohio  
My Commission Expires 9/30/2007  
Recorded In Lake County

The foregoing Patent, Trademark and License Security Agreement was executed and acknowledged before me this 27<sup>th</sup> day of November, 2002, Tom Stewart, personally known to me to be the Vice President of THE PROVIDENT BANK, an Ohio banking corporation, on behalf of such banking corporation.

Elizabeth A. Lieblisch  
Notary Public

Cuyahoga County, Ohio

My Commission expires:

September 30, 2007



ELIZABETH A. LIEBLICH  
Notary Public, State of Ohio  
My Commission Expires 9/30/2007  
Recorded In Lake County

**EXHIBIT A**

Exhibit A to Patent, Trademark And License Security Agreement, dated November 27, 2002, by and between Hukill Chemical Corporation and The Provident Bank.

**Patents**

None

**EXHIBIT B**

Exhibit B to Patent, Trademark And License Security Agreement, dated November 27, 2002, by and between Hukill Chemical Corporation and The Provident Bank.

**Trademarks**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>
73181067	1128470	H HUKILL	08/04/78	01/01/80
72192399	0785023	HUKILL	04/30/64	02/16/65

## EXHIBIT C

### Licenses

Exhibit C to Patent, Trademark And License Security Agreement, dated November 27, 2002, by and between Hukill Chemical Corporation and The Provident Bank.

None

**SCHEDULE I**

**SPECIAL POWER OF ATTORNEY**

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA    )

KNOW ALL MEN BY THESE PRESENTS, that HUKILL CHEMICAL CORPORATION, an Ohio corporation, with its principal office at 7013 Krick Road, Bedford Ohio 44146 (hereafter called "Borrower"), pursuant to a Patent, Trademark and License Security Agreement, dated as of the date hereof between Borrower and THE PROVIDENT BANK ("Bank") (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes Bank, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Upon the occurrence and continuance of an Event of Default, the power to assign, sell or otherwise dispose of all right, title and interest of Borrower in and to the Trademarks listed on Exhibit B of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To modify, at any time, Exhibit B of the Security Agreement to include any Trademarks acquired by Borrower after the date of the Security Agreement;
3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, and may not be revoked until the payment in full of all Obligations as defined in the Security Agreement.

**HUKILL CHEMICAL CORPORATION** an  
Ohio corporation

By: *James P. Hukill*  
Title: *Exec. Vice President*



STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

On this 27<sup>th</sup> day of November, 2002, before me personally came James P. Hukill, to me known, who, being by me duly sworn, did depose and say that he is the Exec. Vice President of Hukill Chemical Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the shareholders of said corporation.

Elizabeth A. Liebuch  
Notary Public



ELIZABETH A. LIEBUCH  
Notary Public, State of Ohio  
My Commission Expires 9/30/2007  
Recorded in Lake County

**SCHEDULE II**

**SPECIAL POWER OF ATTORNEY**

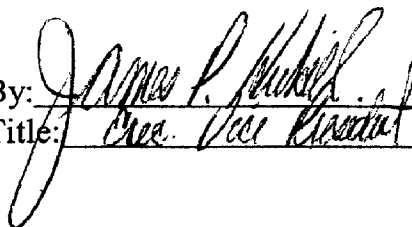
STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA    )

KNOW ALL MEN BY THESE PRESENTS, that HUKILL CHEMICAL CORPORATION, an Ohio corporation, with its principal office at 7013 Krick Road, Bedford, Ohio 44146 (hereafter called "Borrower"), pursuant to a Patent, Trademark and License Security Agreement, dated as of the date hereof, between Borrower and THE PROVIDENT BANK ("Bank") (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes Bank its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Upon the occurrence and continuance of an Event of Default, the power to assign, sell or otherwise dispose of all right, title and interest of Borrower in and to the Patents listed on Exhibit A of the Security Agreement, and including those patents which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To modify, at any time, Exhibit A of the Security Agreement to include any Patents acquired by Borrower after the date of the Security Agreement;
3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, and may not be revoked until the payment in full of all Obligations as defined in the Security Agreement.

**HUKILL CHEMICAL CORPORATION,**  
an Ohio corporation

By:   
Title: Exec. Vice President

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

On this 27<sup>th</sup> day of November, 2002, before me personally came James P. Hukill, to me known, who, being by me duly sworn, did depose and say that he is the Exec. Vice President of Hukill Chemical Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the shareholders of said corporation.

Elizabeth A. Liebuch  
Notary Public



ELIZABETH A. LIEBUCH  
Notary Public, State of Ohio  
My Commission Expires 9/30 2007  
Recorded in Lake County

**SCHEDULE III**

**SPECIAL POWER OF ATTORNEY**

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA )

KNOW ALL MEN BY THESE PRESENTS, that HUKILL CHEMICAL CORPORATION, an Ohio corporation, with its principal office at 7013 Krick Road, Bedford, Ohio 44146 (hereafter called "Borrower"), pursuant to a Patent, Trademark and License Security Agreement, dated as of the date hereof, between Borrower and THE PROVIDENT BANK ("Bank") (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes Bank, upon the occurrence and continuance of an Event of Default, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Upon the occurrence and continuance of an Event of Default, the power to assign, sell or otherwise dispose of all right, title and interest of Borrower in and to the Licenses listed on Exhibit C of the Security Agreement, and including those licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To modify, at any time, Exhibit C of the Security Agreement to include any Licenses acquired by Borrower after the date of the Security Agreement;
3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Bank may in its sole discretion determine.

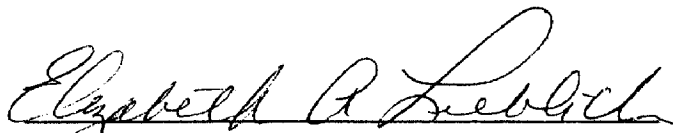
This power of attorney is made pursuant to the Security Agreement, and may not be revoked until the payment in full of all Obligations as defined in the Security Agreement.

**HUKILL CHEMICAL CORPORATION,**  
an Ohio corporation

By: *James P. Hukill*  
Title: *Exec. Vice President*

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

On this 27<sup>th</sup> day of November, 2002, before me personally came James P. Hukill, to me known, who, being by me duly sworn, did depose and say that he is the Exec. Vice President of Hukill Chemical Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the shareholders of said corporation.

  
Notary Public



ELIZABETH A. LIEBLICH  
Notary Public, State of Ohio  
My Commission Expires 9/30, 2007  
Recorded in Lake County