

## 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
Arr-Maz Products, L.P.		12/05/2003	LIMITED PARTNERSHIP: DELAWARE

## RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1511392	AD-HERE
Registration Number:	2362589	FIBERMATIC
Registration Number:	1537152	DUSTROL
Registration Number:	2638423	ROAD OYL

## 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

ATTORNEY DOCKET NUMBER:

3972.006

NAME OF SUBMITTER:

Sharon Patterson

OP \$115.00 1511392

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TRADEMARK  
REEL: 002764 FRAME: 0809

**Total Attachments: 10**

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**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 5th day of December, 2003 by and between Arr-Maz Products, L.P., a Delaware limited partnership, ("Borrower"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

**W I T N E S S E T H**

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Borrower, Custom Chemicals Corporation, a Delaware corporation and affiliate of Borrower ("Custom"), Agent, and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower and Custom; and

WHEREAS, a certain Security Agreement of even date herewith among Agent, Borrower and certain affiliates of Borrower (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in, among other things, certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), copyrights and all applications and registrations therefor, license rights and goodwill;

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or

payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Borrower hereby assigns, transfers and conveys, effective upon the occurrence and during the continuance of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents,

copyrights and trademarks, and all of the federal applications therefor now owned by Borrower. Borrower shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Borrower subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ARR-MAZ PRODUCTS, L.P.

By: ARR-MAZ Management Company, its general partner

By: 

Its: V.P.

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,  
as Agent

By: 

Its: Director

**SCHEDULE A****PATENTS****U.S. Patent Registrations**

<b><u>HOLDER</u></b>	<b><u>PATENT</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
ARR-MAZ Products, L.P.	Aggregate Stabilization	4,822,425	4/18/89
ARR-MAZ Products, L.P.	Phosphate Beneficiation Process Using Polymers as Slime Flocculants	5,858,214	1/12/99
ARR-MAZ Products, L.P.	Fiber Dispensing System	5,931,610	8/3/99
ARR-MAZ Products, L.P.	Fiber Dispensing System	5,947,645	9/7/99
ARR-MAZ Products, L.P.	Dust Measurement System For Granular Matter	6,062,094	5/16/00
ARR-MAZ Products, L.P.	A System And Method For Monitoring Environmental Conditions Inside a Granulated Pile	6,127,937	10/3/00
ARR-MAZ Products, L.P.	Dust Control Composition for Fertilizer and Method of Treatment of Fertilizer	6,355,083	3/12/02
ARR-MAZ Products, L.P.	Silo Granular Feed Distribution and Ladder Chute Apparatus	6,340,394	1/22/02
ARR-MAZ Products, L.P.	Coating Compositions Containing Methyl/Ethyl Esters and Methods of Using Same	6,514,331	2/4/03

ARR-MAZ Products, L.P.	Coating Compositions Containing Methyl/Ethyl Esters and Methods of Using Same	6,514,332	2/4/03
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**Foreign Patent Registrations**

<u>HOLDER</u>	<u>PATENT</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
ARR-MAZ Products, L.P.	Coating Compositions Containing Methyl/Ethyl Esters and Methods of Using Same	Canada	2,371,837	2/14/02
ARR-MAZ Products, L.P.	Silo Granular Feed Distribution and Ladder Chute Apparatus	Canada	2,325,066	11/02/00

**U.S. Patent Applications**

<u>HOLDER</u>	<u>PATENT</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
ARR-MAZ Products, L.P.	Aggregate Stabilizing Emulsion and a Mixture of the Emulsion with Aggregate	10/143,689	5/10/02
ARR-MAZ Products, L.P.	Method Of Concentrating Phosphates From Their Ores	09/925,787	8/9/01
ARR-MAZ Products, L.P.	Method of Reducing Phosphate Ore Losses in a Desliming Process	10/026,223	12/19/01

ARR-MAZ Products, L.P.	Coating Compositions for Free-Flowing Dry Materials and Methods of Using Same	10/304,256	11/26/02
ARR-MAZ Products, L.P.	Coating Compositions Containing Methyl/Ethyl Esters and Methods of Using Same	PCT/US02/02396	1/28/02

**Foreign Patent Applications**

<u>HOLDER</u>	<u>PATENT</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
ARR-MAZ Products, L.P.	Coating Compositions Containing Methyl/Ethyl Esters and Methods of Using Same	China	02802891.0	5/14/03
ARR-MAZ Products, L.P.	Composition and Method for Controlling Dust for Fertilizer Particles	Brazil	PI0206209-7	8/23/02
ARR-MAZ Products, L.P.	Coating Compositions Containing Methyl/Ethyl Esters and Methods of Using Same	Brazil	PI0206732-3	2/23/03

**Patent Licenses**

None.

**SCHEDULE B**

**COPYRIGHTS**

**U.S. Copyright Registrations**

None.

**Foreign Copyright Registrations**

None.

**U.S. Copyright Applications**

None.

**Foreign Copyright Applications**

None.

**Copyright Licenses**

None.

## **SCHEDULE C**

### **TRADEMARKS**

#### **U.S. Trademark Registrations**

<b><u>HOLDER</u></b>	<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
ARR-MAZ Products, L.P.	AD-HERE	1,511,392	11/8/88
ARR-MAZ Products, L.P.	FIBERMATIC	2,362,589	6/27/00
ARR-MAZ Products, L.P.	DUSTROL	1,537,152	5/2/89
ARR-MAZ Products, L.P.	ROAD OYL	2,638,423	10/22/02

#### **Foreign Trademark Registrations**

None.

#### **U.S. Trademark Applications**

None.

#### **Foreign Trademark Applications**

<b><u>HOLDER</u></b>	<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
ARR-MAZ Products, L.P.	AD-HERE	Brazil	824.856.910	9/19/02
ARR-MAZ Products, L.P.	AD-HERE	Norway	200301369	2/12/03
ARR-MAZ Products, L.P.	DUSTROL	Brazil	824.856.929	9/19/02
ARR-MAZ Products, L.P.	DUSTROL	Canada	1156319	10/21/02
ARR-MAZ Products, L.P.	DUSTROL	China	3502578	3/27/03
ARR-MAZ Products, L.P.	AD-HERE	Canada	1,154,751	10/3/02

ARR-MAZ Products, L.P.	AD-HERE	European Comm.	002957876	11/29/02
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**Trademark Licenses**

None.