

**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
Reheis, Inc.		11/10/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BNY Asset Solutions LLC, as Administrative Agent
Street Address:	600 East Las Colinas Boulevard, Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	649510	CHLORACEL
Registration Number:	543669	CHLORHYDROL
Registration Number:	859915	F-1000
Registration Number:	1440361	L-55R
Registration Number:	1248027	MACROSPHERICAL
Registration Number:	924955	MICRO-DRY
Registration Number:	1443751	REACH
Registration Number:	1381947	REACH 501
Registration Number:	1176716	REDERM
Registration Number:	1449131	REHATEX
Registration Number:	750744	REHEIS
Registration Number:	793046	REHEIS
Registration Number:	835381	REHEIS
Registration Number:	794898	REHEIS
Registration Number:	750743	REHEIS

OP \$540.00 649510

Registration Number:	2093013	REHYDRAGEL
Registration Number:	1026485	REHYDRAGEL
Registration Number:	817223	REHYDROL
Registration Number:	1180748	REZAL
Registration Number:	2578617	NUTRI-K
Registration Number:	2739638	PHARMA-K

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-2276  
Email: KSolomon@stblaw.com  
Correspondent Name: Alison J. Winick, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509600/0263
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NAME OF SUBMITTER:	Kimberly Solomon
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**Total Attachments: 8**  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 10, 2003 among Reheis, Inc., a Delaware corporation, with its principal office at 90 East Halsey Road, Parsippany, NJ 07054 ("Grantor") and BNY Asset Solutions LLC, a Delaware limited liability company, having an office at 600 East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039, as administrative agent (in its capacity as administrative agent, together with any successor in such capacity, referred to herein as the "Administrative Agent") for the financial institutions (the "Lenders") now or hereafter being parties to the Senior Term Loan Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time in accordance with its terms, the "Loan Agreement"), among the Grantor, GenTek Inc., a Delaware corporation, certain of its Domestic Subsidiaries, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Lenders have agreed to enter into the Loan Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter into the Loan Agreement and the other Loan Documents, the Lenders and the Administrative Agent have required the execution and delivery of this Agreement by the Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security Agreement, dated as of November 10, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in, lien on, and right of setoff against all Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this 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, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.
2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in, lien on, and a right of setoff against, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders as security for all Obligations.
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

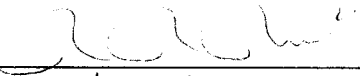
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

REHEIS, INC., as Grantor

By:   
Title: Richard R. Russell  
Vice President

BNY ASSET SOLUTIONS LLC, as Administrative Agent

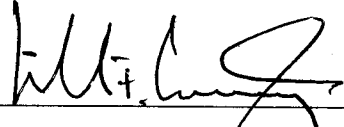
By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

REHEIS, INC., as Grantor

By: \_\_\_\_\_  
Title:

BNY ASSET SOLUTIONS LLC, as Administrative Agent

By:  \_\_\_\_\_  
Title: Michael F. Cocanougher  
Managing Director

STATE OF )  
 ) ss  
COUNTY OF )

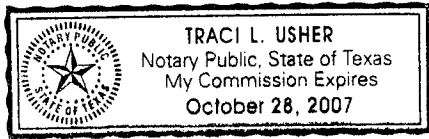
On the \_\_\_\_ day of \_\_\_\_\_, 2003, before me personally came \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of Reheis, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

(PLACE STAMP ABOVE)

STATE OF TEXAS )  
COUNTY OF DALLAS ) ss

MICHAEL COCANNOLGHER On the 6 day of JANUARY, 2004, before me personally came MICHAEL COCANNOLGHER, who is personally known to me to be the MANAGING DIRECTOR of BNY Asset Solutions LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the MANAGING DIRECTOR in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Traci L. Usher  
Notary Public

(PLACE STAMP ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

(see attached)

SCHEDULE A TO GRANT OF SECURITY

TRADEMARKS

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Status/Comments</b>
CHLORACEL	USA	649,510	08/06/1957	Registered
CHLORHYDROL	USA	543,669	06/12/1951	Registered
F-1000	USA	859,915	11/12/1968	Registered
L-55R	USA	1,440,361	05/26/1987	Registered
MACROSPHERICAL	USA	1,248,027	08/16/1983	Registered
MICRO-DRY	USA	924,955	12/07/1971	Registered
REACH	USA	1,443,751	06/23/1987	Registered
REACH 501	USA	1,381,947	02/11/1986	Registered
REDERM	USA	1,176,716	11/10/1981	Registered
REHATEX	USA	1,449,131	07/28/1987	Registered
REHEIS	USA	750,744	06/11/1963	Registered
REHEIS	USA	793,046	07/20/1965	Registered
REHEIS	USA	835,381	09/16/1967	Registered
REHEIS and design	USA	794,898	08/24/1965	Registered
REHEIS and design	USA	750,743	06/11/1963	Registered
REHYDRAGEL	USA	2,093,013	09/02/1997	Registered
REHYDRAGEL	USA	1,026,485	12/09/1975	Registered
REHYDROL	USA	817,223	10/25/1966	Registered
REZAL	USA	1,180,748	12/08/1981	Registered
NUTRI-K	USA	2,578,617	06/11/2002	Registered
PHARMA-K	USA	2,739,638	07/22/2003	Registered

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