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Send original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

Name of conveying party(ies):

Tioxide Group

Individual(s) Association
General Partnership Limited Partnership
Corporation-State
 Other unlimited company organized under the laws
of England and Wales
Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 23, 2003

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas
(f/k/a Bankers Trust Company), as agent
Internal Address:

Street Address: 31 West 52nd St.
City: NY State: NY ZIP: 10019

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State New York
 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,323,322

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

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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.

Laura Konrath
Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks

TRADEMARK
REEL: 002806 FRAME: 0789

MEMORANDUM OF SECURITY INTEREST

WHEREAS, Tioxide Group, an unlimited company organized under the laws of England and Wales (hereinafter referred to as "Assignor"), owns the (i) the trademarks, trademark registrations and trademark applications as more particularly described and listed on Schedule 4.1 annexed hereto and made a part hereof (the "Marks"); and

WHEREAS, Assignor has entered into a Collateral Security Agreement dated as of June 30, 1999, as amended by that certain Amendment No. 1 to Collateral Security Agreement dated as of March 15, 2002, and as may be further amended, restated, supplemented or otherwise modified (hereinafter the "Security Agreement") with, among others, certain of its affiliates, Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), a New York corporation, as Collateral Agent thereunder (hereinafter, in its capacity as Collateral Agent, referred to as "Assignee"), for the "Secured Parties" identified therein, in order to secure the prompt and complete payment, observance and performance of the Secured Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt and complete payment and performance when due by Assignor of all of Assignor's Secured Obligations, as defined in the Security Agreement, and to induce the Administrative Agent, as defined in the Security Agreement, and the Lenders, as defined in the Security Agreement, to make loans and provide the other financial accommodations to Assignor contemplated therein, Assignor does hereby grant, pledge, assign and transfer unto Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Marks set forth on Schedule 4.1 attached hereto, together with any application, issue, re-examination, re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all Proceeds thereof, including, without limitation, any and all causes of action for infringement thereof for the full term of the Patents and Marks and any and all royalties for any licenses thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Memorandum of Security Interest to be duly executed by its officer thereunto authorized as of the 23 day of July, 2003.

TIOXIDE GROUP

By: Jim Espin
Name: Jim Espin
Title: Director

STATE OF Utah)
COUNTY OF SALT LAKE)

SS.

On this 23 day of July, 2003, before me personally appeared the above-named Kimie Epton, to me known, who being by me duly sworn according to law, on his/her oath stated that he/she is the Director of TIOXIDE GROUP and acknowledged that he/she signed and delivered the foregoing instrument as the free and voluntary act and deed of said company.

Sharon M. Andersen

Notary Public

My Commission Expires:

1/1/2004



