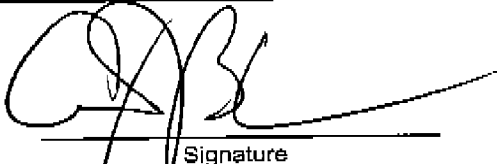


<div>Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)</div> <div>Tab settings ▸ ▸ ▸ ▾ ▾ ▾ ▾ ▾ ▾ ▾ ▾</div>		<div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div> <div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
<div>1. Name of conveying party(ies): Brotech Corp. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>		<div>2. Name and address of receiving party(ies) Name: <u>GMAC Commercial Finance LLC</u> Internal Address: _____ Address: _____ Street Address: <u>3000 Town Center, Suite 280</u> City: <u>Southfield</u> State: <u>MI</u> Zip: <u>48075</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></div>	
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>August 29, 2003</u></div>			
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/194,956</u> <u>75/828,021</u></div>		<div>B. Trademark Registration No.(s) <u>2,628,473</u> <u>2,335,442; 2,184,625; 1,439,714; 1,275,661</u></div>	
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Holly Miller</u> Internal Address: _____ <u>Vedder, Price, Kaufman & Kammholz</u> Street Address: <u>222 North LaSalle St. - 24th Floor</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></div>		<div>6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41).....\$ <u>190.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>22-0259</u></div>	
DO NOT USE THIS SPACE			
<div>9. Signature. <u>Angelo J. Bufalino</u> Name of Person Signing</div>		<div> Signature April 6, 2004 Date <div style="border: 1px solid black; padding: 2px; display: inline-block;">16</div></div>	
<div>Total number of pages including cover sheet, attachments, and document: 16</div>			

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

CH \$190.00 220269 76194956

CONTINUATION OF RECORDATION FORM COVER SHEET - Item 1

Additional Conveying Parties:

Purolite "C" Corporation
Delaware Corporation

TRADEMARK AND TRADEMARK LICENSE SECURITY AGREEMENT

TRADEMARK AND TRADEMARK LICENSE SECURITY AGREEMENT ("Agreement") dated as of August 29, 2003, made by BROTECH CORP., a Delaware corporation ("Brotech"), and PUROLITE "C" CORPORATION, a Delaware corporation ("Purolite"; Purolite and Brotech each individually a "Grantor", and collectively the "Grantors"), in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, as collateral agent (hereinafter in its capacity as agent, the "Collateral Agent"), for itself and for GMAC Commercial Finance plc. ("GMACUK"), whereby Grantors and Collateral Agent are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement").

WITNESSETH:

WHEREAS, Collateral Agent and Grantors have entered into the Loan Agreement pursuant to which Collateral Agent has, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to the Grantors; and

WHEREAS, Collateral Agent has required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of each Grantor's Secured Obligations (as such term is defined herein) that each Grantor execute and deliver this Agreement to Collateral Agent.

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, each Grantor agrees as follows:

- 1. Defined Terms.
 - (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
 - (ii) The words "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular provision of this Agreement, and references to Sections, Paragraphs and Exhibits, and similar references, are to Sections or Paragraphs of, or Exhibits to, this Agreement unless otherwise specified.
 - (iii) Unless the context otherwise requires: (i) the singular includes the plural, and vice versa; (ii) all pronouns and any variations thereof refer to the masculine, feminine or neuter, as the identity of the person or persons may require; (iii) all definitions and references to an agreement, instrument or document means such agreement,

instrument or document together with all exhibits and schedules thereto and any and all amendments, restatements, supplements, replacements, or modifications thereto as the same may be in effect at the time such definition or reference is applicable for any purpose; (iv) all references to any party shall include such party's successors and permitted assigns; (v) "include", "includes", and "including" are to be treated as if followed by "without limitation" whether or not they are followed by these words or words with a similar meaning; and (vi) attorneys' fees shall include allocated costs of in-house counsel.

2. Security Interest in Trademarks. Each Grantor hereby grants to Collateral Agent, for the benefit of itself and GMACUK, a continuing first priority security interest (except for Permitted Security Interests) with power of sale to the extent permitted by applicable law, in all of such Grantor's right, title and interest in presently existing and hereafter acquired or arising Trademarks (as hereafter defined) to secure prompt repayment of all Obligations and all obligations and liabilities of each other member of the Borrowing Group under the UK Loan Documents and to secure the prompt performance by each Grantor and each other member of the Borrowing Group of each of its covenants and duties in this Agreement, the other Loan Documents and the UK Loan Documents and any other agreements with Collateral Agent or GMACUK, as applicable (collectively, the "Secured Obligations"):
- (i) trademarks, trade names, trade dress, service marks, and all registrations and applications for trademarks, tradenames, trade dress, and service marks including, without limitation, the registrations and applications listed on Schedule A attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all Licenses (as hereinafter defined) granted with respect thereto and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing being hereinafter individually and/or collectively referred to as the "Trademarks");
 - (ii) the goodwill of such Grantor's business symbolized by the Trademarks; and
 - (iii) license agreements granting any party the right to use the Trademarks, whether such Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto (the "Licenses"). Notwithstanding the foregoing provisions of this

Section 2, the Licenses shall not include (A) any license agreement which by its terms or as a matter of law prohibits the grant of the security interest contemplated by this Agreement or (B) any intent-to-use trademark applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application.

3. Restrictions on Future Agreements. After the date hereof, each Grantor will not, without the prior written consent of Collateral Agent (such consent not to be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by licensees or others subject to its control, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Collateral Agent under this Agreement subject to Section 8 of this Agreement and provided that each Grantor can grant licenses in the ordinary course of business.
4. New Trademarks. Each Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the Trademarks and Licenses now owned by such Grantor, and as to the Trademarks, which are the subject of a registration or application. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new Trademarks (except intent-to-use applications) or Licenses, or (ii) obtain the issuance of or acquire rights in any Trademark (except intent-to-use applications), the provisions of Section 2 shall automatically apply thereto and such Grantor shall give to Collateral Agent prompt written notice of such new License or of the filing or issuance of any applications or registrations for Trademarks. Each Grantor hereby authorizes Collateral Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future Trademarks and Licenses or registrations or applications for Trademarks or Licenses under this Agreement, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks and licenses or registrations or applications for Trademarks or Licenses under this Agreement.
5. Royalties. Each Grantor hereby agrees that the license granted to Collateral Agent of the right to use Trademarks and Licenses as authorized pursuant to Section 11 shall be, to the extent permitted by applicable law and the applicable Licenses, co-extensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges payable by Collateral Agent to such Grantor unless required under a License, to be remitted to a third party licensor.

6. Nature and Continuation of Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Secured Obligations have been paid in full and the Loan Agreement terminated in accordance with its terms. At such time, the rights, and security interests granted to Collateral Agent hereunder shall also terminate and Collateral Agent shall promptly deliver to Grantors all such documents and instruments as may be necessary to terminate such liens created pursuant to this Agreement and to evidence such termination with any recording authority.
7. Further Assignments and Licenses. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, each Grantor agrees that Collateral Agent or a conservator appointed by Collateral Agent, shall have the right to establish such reasonable additional product quality controls as Collateral Agent or such conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks. Each Grantor agrees (i) except as provided in the Loan Agreement, not to sell or assign its respective interests in, or grant any license not in the ordinary course of business under, the Trademarks or the Licenses without the prior written consent of Collateral Agent, such consent not to be unreasonably withheld, (ii) use reasonable efforts 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 (iii) not to change the quality of such products in any material adverse respect without the prior written consent of Collateral Agent, such consent not to be unreasonably withheld.
8. Duties of Grantors. Each Grantor shall have the duty, to the extent commercially reasonable in the normal conduct of such Grantor's business and consistent with such Grantor's current business practices (i) to use reasonable efforts to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter (until the termination of this Agreement), (ii) to make applications for trademarks and service marks as such Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantors. Collateral Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Collateral Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of each Grantor and

added to the Secured Obligations secured hereby; and provided further that the Collateral Agent's right to use such Trademarks shall be subject to reasonable rights of quality control and inspection in favor of such Grantor in order to preserve the validity and enforceability of such Trademarks.

9. Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Collateral Agent and GMACUK shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Collateral Agent or GMACUK shall commence any such suit, each Grantor shall, at the request of Collateral Agent or GMACUK, do any and all lawful acts and execute any and all proper documents reasonably required by Collateral Agent in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse and indemnify Collateral Agent and GMACUK for all reasonable costs and expenses incurred by Collateral Agent and GMACUK in the exercise of their rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Collateral Agent and GMACUK are not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Secured Obligations secured hereby.
10. Waivers. No course of dealing between any Grantor and Collateral Agent, and no delay on the part of Collateral Agent in exercising any right, power or privilege under this Agreement or any Loan Document shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege under this Agreement or otherwise, preclude other or further exercise of the right, power or privilege or the exercise of any other right, power or privilege.
11. Collateral Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Collateral Agent and GMACUK may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral under the Loan Agreement and Collateral Agent and GMACUK shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, subject to clause (ii) herein below, and (ii) from and after the occurrence and during the continuance of an Event of Default, Collateral Agent or its nominee may use the Trademarks and the Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of

such Grantor's business to the same extent as such Grantor could have done and subject to any limitations in the Licenses regarding the transfer or sublicensing of rights thereunder.

12. Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of Collateral Agent and GMACUK under this Agreement with respect to any action taken by Collateral Agent or GMACUK or the exercise or non-exercise by Collateral Agent or GMACUK of any right or remedy provided for herein or resulting or arising out of this Agreement shall, be governed by the Loan Agreement.
13. Severability. The unenforceability for any reason of any provision of this Agreement shall not impair or limit the operation or validity of any other provisions of this Agreement or any other existing or future agreements between Collateral Agent and any Grantor.
14. Modification. This Agreement or any term hereof cannot be changed, waived, discharged or terminated in any way, except as specifically provided in Section 4 hereof, unless such change, waiver, discharge or termination is in writing signed by all the parties hereto.
15. Cumulative Remedies; Power of Attorney. All of Collateral Agent and GMACUK's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby irrevocably appoints Collateral Agent and GMACUK as such Grantor's attorneys-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Collateral Agent of written notice to Grantors of Collateral Agent's intention to enforce its rights and claims against each Grantor, such Grantor hereby authorizes Collateral Agent to, in its sole discretion, consistent with Section 11 hereof, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent to use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Collateral Agent and GMACUK deem is in the best interest of Collateral Agent and GMACUK, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms to the same extent that such Grantor could have done so and consistent with any restrictions on licensing or sublicensing in any License, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms to the same extent that such Grantor could have done so and consistent with any restrictions on licensing or sublicensing in any License. Collateral Agent nor GMACUK shall take no action pursuant to

subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of each Grantor's business connected with the use of, and symbolized by, such Trademarks. Each Grantor hereby ratifies all actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent or GMACUK under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent and GMACUK shall have, in addition to all other rights and remedies given it by the terms of this 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 Trademarks may be located or deemed located.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and each of its successors and assigns, and shall inure to the benefit of Collateral Agent and GMACUK and their respective nominees, successors and assigns as permitted by the Loan Agreement. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that such Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Collateral Agent.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York without regard to conflict of laws provisions.
18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
19. Section Headings. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify or affect the interpretation of any of the terms or provisions hereof.
20. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if all signatures were upon the same instrument.
21. Right to Record Security Interest and Release. Collateral Agent shall have the right, but not the obligation, at the expense of the Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities as are necessary in the reasonable opinion of the Collateral Agent for the perfection or enforceability of the rights and security interest granted hereunder, and Collateral Agent shall advise Grantors of such recordings. Notwithstanding the foregoing, prior to

recording this Agreement with the United States Patent and Trademark Office, the Collateral Agent shall redact the Licenses listed on Schedule B and any other confidential or proprietary information which the Grantors direct the Collateral Agent to redact. A copy of such redacted Agreement shall be provided to Grantors prior to filing it for recording. Upon satisfaction in full of the Secured Obligations and termination of the Loan Agreement in accordance with its terms, each Grantor shall have the right to effect the recording of evidence of such satisfaction or termination, including any documents and instruments delivered pursuant to Section 6 hereof, at the expense of Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Grantors. Collateral Agent and each Grantor shall promptly cooperate to effect all such recordings hereunder.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark and Trademark License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
the day and year first above written.

BROTECH CORP., a Delaware corporation, as a
Grantor

By: [Signature]
Name: Don Brodie
Title: J.P.

PUROLITE "C" CORPORATION, a Delaware
corporation, as a Grantor

By: [Signature]
Name: Don Brodie
Title: J.P.

GMAC COMMERCIAL FINANCE LLC, a
Delaware limited liability company, as Collateral
Agent

By: _____
Name: _____
Title: _____

STATE OF Pennsylvania) SS
COUNTY OF Montgomery

The foregoing TRADEMARK AND TRADEMARK LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 18th day of August, 2003, by Don Brodie, personally known to me to be the Vice President of PUROLITE "C" CORPORATION, a Delaware corporation, on behalf of such entity.

(SEAL)

Nancy A. Howden
Notary Public

My commission expires 05-15-07



STATE OF Pennsylvania) SS
COUNTY OF Montgomery

The foregoing TRADEMARK AND TRADEMARK LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 18th day of August, 2003, by Don Dwyer, personally known to me to be the Vice President of BROTECH CORP., a Delaware corporation, on behalf of such entity.

(SEAL)

Nancy A. Howden
Notary Public

My commission expires 05-15-07

NOTARIAL SEAL
NANCY A. HOWDEN, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires May 15, 2007

Signature Page to Trademark and Trademark License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
the day and year first above written.

BROTECH CORP., a Delaware corporation, as a
Grantor

By: _____
Name: _____
Title: _____

PUROLITE "C" CORPORATION, a Delaware
corporation, as a Grantor

By: _____
Name: _____
Title: _____

GMAC COMMERCIAL FINANCE LLC, a
Delaware limited liability company, as Collateral
Agent

By: David Baker
Name: David Baker
Title: Division Chief Credit Officer

SCHEDULE A

to Trademark and Trademark License Security Agreement

TRADEMARKSBrotech Corp.:

Trademark	Country or Jurisdiction	Reg. No - (App. No.)	Reg. Date (Filing Date)
PUR O LITE & Design	Germany	1095976 (B 78389 1WZ)	09/03/1986 (12/19/1985)
PUROLITE	Japan	(2001-027039)	(03/26/2001)
PUROLITE	Japan	3262537 (H06-103639)	02/24/1997 (10/14/1994)
CHROMALITE	US	(76/194956)	(01/16/2001)
SILKY SMOOTH	US	(75/828021)	(10/22/1999)
FLOROLITE	US	2628473 (75/330115)	10/01/2002 (07/24/1997)
PUROFINE	US	2335442 (75/657629)	03/28/2000 (03/10/1999)
PUROPACK	US	2184625 (75/129416)	08/25/1998 (75/129416)
MICROLITE	US	1439714 (73/610316)	5/19/1987 (07/15/1986)
PUR LITE	US	1275661 (73/368737)	05/01/1984 (06/09/1982)

Purolite "C" Corporation:

None.

SCHEDULE B

to Trademark and Trademark License Security Agreement

LICENSES

Brotech Corp.:

None.

Purolite "C" Corporation:

None.