

09-25-2003

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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RECORD &  
TRADE



102558248

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
Electrochemicals, Inc.  
c/o Rockwood Specialties Group, Inc., 100 Overlook Center  
Princeton, New Jersey 08542

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

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

Execution Date: 09/15/2003

2. Name and address of receiving party(ies)  
Name: JPMorgan Chase Bank  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: New York              State: NY              Zip: 10017

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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
  
N/A

B. Trademark Registration No.(s)  
See Attached Schedule VI

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Ms. Penelope Agadoa  
Internal Address: Federal Research Corporation  
  
  
Street Address: 1030 Fifteenth Street NW  
  
City: Washington              State: DC              Zip: 20005

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41)..... \$ 40<sup>00</sup>-

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.*

Elizabeth Steiner  
Name of Person Signing

Elizabeth Steiner  
Signature

9/24/03  
Date

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

09/26/2003 6TON11 00000025 2092536  
01 FC:8521 40.00 DP

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

TRADEMARK  
REEL: 002831 FRAME: 0109

Additional Conveying Parties  
6701-326, L. Kelly

ALPHAGARY CORPORATION  
c/o Rockwood Specialties Group  
100 Overlook Center  
Princeton, New Jersey 08542

[[NYCORP:2312535v1]]

**TRADEMARK**  
**REEL: 002831 FRAME: 0110**

SCHEDULE VI  
TO SUPPLEMENT NO.1 TO THE  
SECURITY AGREEMENT

TRADEMARKS

*Domestic Trademarks*

<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>
AlphaGary Corporation	Smokeguard	2092536

SUPPLEMENT NO. 1 dated as of September 15, 2003, to the Security Agreement dated as of July 23, 2003, among ROCKWOOD SPECIALTIES GROUP, INC., a Delaware corporation (the "US Borrower"), ROCKWOOD SPECIALTIES INTERNATIONAL, INC., a Delaware corporation ("Holdings"), each subsidiary of the US Borrower listed on Schedule 1 thereto (each such subsidiary individually a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors, Holdings and the US Borrower are referred to collectively herein as the "Grantors"), JPMORGAN CHASE BANK, as administrative agent (in such capacity, the "Administrative Agent") for the lenders (the "Lender") from time to time parties to the Credit Agreement referred to below.

A. Reference is made to (a) the Credit Agreement dated as of July 23, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the US Borrower, Rockwood Specialties Limited, a company incorporated under the laws of England and Wales (the "UK Borrower" and, together with the US Borrower, the "Borrowers"), Holdings, Rockwood Specialties Consolidated, Inc., a Delaware corporation, Rockwood Holdings, Inc., a Delaware corporation, the Lenders, JPMorgan Chase Bank, as Administrative Agent for the Lenders, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as syndication agent, and Goldman Sachs Credit Partners L.P. and General Electric Capital Corporation, as documentation agents, and (b) the Guarantee dated as of July 23, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee"), among the US Borrower, Holdings, the Subsidiary Guarantors party thereto and the Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce Administrative Agent, the Syndication Agent, the Documentation Agent and the Lenders and the Letter of Credit Issuer to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrowers under the Credit Agreement and to induce one or more Lenders or affiliates of Lenders to enter into Hedge Agreements with the Borrowers. Pursuant to Section 4.1(b) of the Security Agreement, within 30 days after the end of each calendar quarter, each Grantor has agreed to deliver to the Administrative Agent a written supplement substantially in the form of Annex 2 thereto with respect to any additional Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses acquired by such Grantor after the date of the Credit Agreement. The Grantors have identified the additional Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses acquired by such Grantors after the date of the Credit Agreement set forth on Schedule I, II, III, IV, V and VI hereto. The undersigned Grantors are executing this Supplement in order to facilitate supplemental filings to be

made by the Collateral Agent with the United States Copyright Office and the United States Patent and Trademark Office.

Accordingly, the Administrative Agent and the Grantors agree as follows:

SECTION 1. (a) Schedule 1 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule I hereto, (b) Schedule 2 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule II hereto, (c) Schedule 3 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule III hereto, (d) Schedule 4 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule IV hereto, (e) Schedule 5 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule V hereto, and (f) Schedule 6 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule VI hereto.

SECTION 3. Each Grantor hereby represents and warrants that the information set forth on Schedules I, II, III, IV, V and VI hereto is true and correct.

SECTION 2. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Administrative Agent and the US Borrower. This Supplement shall become effective as to each Grantor when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such Grantor and the Administrative Agent.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 14.2 of the Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the US Borrower at the US Borrower's address set forth in Section 14.2 of the Credit Agreement.

TRADEMARK

REEL: 002831 FRAME: 0113

SECTION 8. Each Grantor agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

SCHEDULE I  
TO SUPPLEMENT NO. 1 TO THE  
SECURITY AGREEMENT

COPYRIGHT LICENSES

N/A

SCHEDULE II  
TO SUPPLEMENT NO. 1 TO THE  
SECURITY AGREEMENT

COPYRIGHTS

Registered Owner/Grantor	Title	Registration Number
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N/A



SCHEDULE III  
TO SUPPLEMENT NO. 1 TO THE  
SECURITY AGREEMENT

PATENT LICENSES

N/A

SCHEDULE IV  
TO SUPPLEMENT NO. 1 TO THE  
SECURITY AGREEMENT

PATENTS

<u>Registered Owner/Grantor</u>	<u>Patent No.</u>	<u>Country</u>
Electrochemicals, Inc.	4437927	United States
Electrochemicals, Inc.	4437928	United States
Electrochemicals, Inc.	4437931	United States

SCHEDULE V  
TO SUPPLEMENT NO. 1 TO THE  
SECURITY AGREEMENT

TRADEMARK LICENSES

N/A

SCHEDULE VI  
TO SUPPLEMENT NO. 1 TO THE  
SECURITY AGREEMENT

TRADEMARKS

*Domestic Trademarks*

<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>
AlphaGary Corporation	Smokeguard	2092536

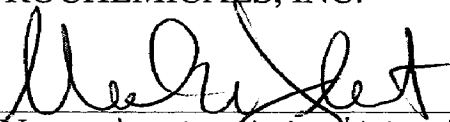
*Foreign Trademarks*

<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Country</b>
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N/A

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

ELECTROCHEMICALS, INC.

By:   
Name: Michael W. Valenti  
Title: Asst. Secretary

ALPHAGARY CORPORATION

By:   
Name: Michael W. Valenti  
Asst. Secretary

JPMORGAN CHASE BANK, AS  
ADMINISTRATIVE AGENT

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

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

ELECTROCHEMICALS, INC.

By:

\_\_\_\_\_  
Name:  
Title:

ALPHAGARY CORPORATION

By:

\_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT,

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

Name:  
Title:

**PETER A. DEDOUSIS  
MANAGING DIRECTOR**

(WED) 9.24.03 9:21/ST. 9:20/NO.4860424697 P 2

FROM CHASE MANHATTAN BANK