

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Congress Financial Corporation		05/11/1990	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	El Dorado Chemical Company
Street Address:	16 South Pennsylvania Avenue
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73107
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1427064	EL DORADO
Registration Number:	833891	E-2

CORRESPONDENCE DATA

Fax Number: (405)236-1209

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: yquinnett@lsb-okc.com

Correspondent Name: Yvonne Quinnett

Address Line 1: 16 South Pennsylvania Avenue

Address Line 4: Oklahoma City, OKLAHOMA 73107

NAME OF SUBMITTER:

Yvonne Quinnett

Total Attachments: 3

source=congress1#page1.tif

source=congress2#page1.tif

source=congress3#page1.tif

OP \$65.00 1427064

900007339

TRADEMARK
REEL: 002831 FRAME: 0977

RELEASE AGREEMENT

AGREEMENT dated as of May 11, 1990 by and among Congress Financial Corporation and Congress Financial Corporation (Central) (collectively "Congress") and El Dorado Chemical Company ("El Dorado").

W I T N E S S E T H:

WHEREAS, Congress, El Dorado and related parties (together with El Dorado, the "Obligors") have heretofore entered into certain financing agreements including, without limitation, the Loan Agreement dated March 29, 1984, as amended by that certain Amendment to Loan Agreement dated August 16, 1985, that certain Second Amendment to Loan Agreement dated April 3, 1986, that certain Third Amendment to Loan Agreement dated October 26, 1986, that certain Fourth Amendment to Loan Agreement dated December 17, 1986, that certain Fifth Amendment to Loan Agreement dated March 7, 1988 and that certain Sixth Amendment to Loan Agreement dated March 31, 1989 (the "Loan Agreement") and supplements, agreements, documents and guarantees relating thereto granting collateral security or creating or evidencing indebtedness (all of the foregoing, together with all other related documents, instruments or notes, individually and collectively, the "Financing Agreements"); and

WHEREAS, El Dorado is contemporaneously herewith entering into certain financing arrangements with certain lenders other than Congress pursuant to which El Dorado may be granting to such lenders a security interest in and lien upon the assets of El Dorado (the "New El Dorado Financing Arrangements"); and

WHEREAS, in connection with the New El Dorado Financing Arrangements, Obligors have requested Congress to enter into a Seventh Amendment to Loan Agreement dated of even date herewith (the "Seventh Amendment") in order to revise the financing arrangements pursuant to the Loan Agreement and in order to exclude El Dorado therefrom; and

WHEREAS, the Seventh Amendment contemplates the execution and delivery by Congress and El Dorado of this Release Agreement (the "Agreement");

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. Conditioned upon the fulfillment of all of the Release Conditions set forth below:

(a) Congress hereby releases El Dorado, and its successors and assigns, from the Financing Agreements and from payment and performance of all obligations, liabilities and indebtedness to Congress arising under or in connection with the Financing Agreements, except, however, the "L/C Obligations," as defined in the Cash Collateral Agreement (defined below), none of which shall be released hereby.

(b) Congress hereby releases its liens upon all "Collateral", as defined in the Loan Agreement, owned by El Dorado in which Congress has been granted a security interest, except, however, the "Cash Collateral," as defined in the Cash Collateral Agreement, which shall not be released hereby.

(c) Congress does hereby agree to deliver to El Dorado, at El Dorado's expense, Uniform Commercial Code termination statements covering financing statements which have been filed by Congress against El Dorado.

The foregoing releases by Congress are made without representation, recourse or warranty of any kind whatsoever.

2. Notwithstanding anything to the contrary contained herein, Congress shall have no obligation hereunder and none of the releases by Congress shall take effect unless all of the following conditions (the "Release Conditions") are fulfilled:

(a) Congress receives indefeasible payment in full, in immediately available funds by wire transfer, of (i) the outstanding principal balance of all obligations owed by El Dorado to Congress for loans, advances and other financial accommodations, which are shown on the books and records of Congress as of the date hereof, in the aggregate amount of \$5,171,403, exclusive of the L/C Obligations, plus (ii) certain obligations owed by other Obligors to Congress for loans, advances and other financial accommodations heretofore guaranteed by El Dorado pursuant to the provisions of the Financing Agreements, in the aggregate amount of \$8,000,000, plus (iii) interest accrued and accruing on all of the foregoing through the date of receipt of such wire transfer of immediately available funds if received before 11:00 a.m. Eastern Daylight Time and through the next business day if received after 11:00 a.m. Eastern Daylight Time on any day, plus all unpaid fees, expenses and charges relating thereto; and

(b) Congress receives, in immediately available funds by wire transfer, the sum of \$615,000 representing a cash collateral deposit made by El Dorado to secure the L/C Obligations pursuant to the Cash Collateral Agreement being executed and delivered by El Dorado and Congress dated the date hereof (the "Cash Collateral Agreement").

3. El Dorado hereby releases Congress, together with all officers, directors, employees and agents of Congress and their respective successors and assigns, from all obligations, liabilities or indebtedness of Congress to El Dorado of every kind, nature and description arising under or in connection with the Financing Agreements.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first written above.

CONGRESS FINANCIAL CORPORATION
and CONGRESS FINANCIAL
CORPORATION (CENTRAL)

By: *[Signature]*

Title: *SVP*

EL DORADO CHEMICAL COMPANY

By: *[Signature]*

Title: *Chief Executive Officer*

LMB13e/L06/bd1