

SEP 29 2003

10-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌

RECORDATION TRADE

DEPARTMENT OF COMMERCE
Patent and Trademark Office

102565939

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

1. Name of conveying party(ies):
Arvesta Corporation (formerly known as Tomen Agro, Inc.) **9.29.03**

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

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

2. Name and address of receiving party(ies)
Name: UFJ Bank Limited
Internal Address: Corporate Finance Department
Street Address: 55 East 52nd Street
City: New York State: NY Zip: 10055

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Banking

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: 9/26/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) Nos. 2,304,479; 2599142; and 2409479 (See Exhibit B)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tyrrell M. Prosser, Esq.
 Internal Address: _____
 Street Address: Baker & McKenzie
Two Embarcadero Center, 24th Floor
 City: San Francisco State: CA Zip: 94111

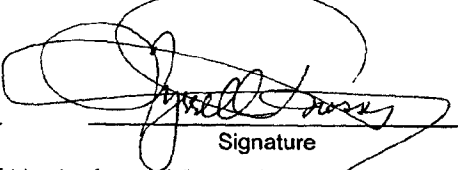
6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Tyrrell M. Prosser, Esq.
 Name of Person Signing


 Signature

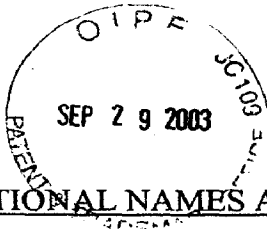
9/26/2003
 Date

Total number of pages including cover sheet, attachments, and document: 9

10/03/2003 ECOOPER 00000002 2304479
 01 FC:8521 40.00 OP
 02 FC:8522 50.00 OP

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

TRADEMARK
 REEL: 002836 FRAME: 0965



ADDITIONAL NAMES AND ADDRESSES OF RECEIVING PARTIES

AOZORA BANK, LTD.

Corporate Business Division VI
Attention: Kohei Iwabuchi and Kaori Sakuma
3-1, Kudan-minami 1-chome, Chiyoda-ku,
Tokyo, 102-8660, Japan

SUMITOMO MITSUI BANKING CORPORATION

New York Branch
277 Park Avenue
New York, NY 10172

THE SUMITOMO TRUST & BANKING CO., LTD.

New York Branch
527 Madison Avenue
New York, NY 10022

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of September 26, 2003, by and between Arvesta Corporation (formerly Tomen Agro, Inc.), a California corporation (together with its successors and assigns, the "Company"), and UFJ Bank Limited, for itself and in its capacity as Facility Agent and Security Agent for and on behalf of the Lenders party to the Loan Agreement referred to below (in such capacity, the "Agent").

RECITALS

WHEREAS, pursuant to a Loan Agreement dated as of September 26, 2003 by and among Arysta LifeScience Corporation, a corporation organized under the laws of Japan (the "Borrower"), the Lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), UFJ Bank Limited, Aozora Bank, Ltd., The Sumitomo Trust & Banking Co., Ltd. and Sumitomo Mitsui Banking Corporation, as Arrangers, and the Agent (as amended, modified, renewed or extended from time to time, the "Loan Agreement"), the Lenders have severally agreed to make loans and certain extensions of credit (collectively the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to a Security Agreement dated even date hereof by the Company in favor the Agent (the "Security Agreement"), the Company has granted the Agent a security interest in all of the Company's business assets, including the intellectual property rights of the Company.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrower under the Loan Agreement that, pursuant to the Security Agreement, the Company execute and deliver this Agreement for filing by the Agent with the United States Patent and Trademark Office (the "PTO") and United States Copyright Office (the "Copyright Office") (and any other relevant recording systems in any domestic or foreign jurisdiction) as further evidence of and to effectuate such grant of a security interest in the intellectual property rights of the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, the Company hereby agrees with the Agent, for the ratable benefit of the Lenders, as follows:

1. Definitions; Interpretation. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them pursuant to the Security Agreement.
2. Grant of Security Interest. As a continuing security for the payment and performance of the Obligations, the Company hereby grants to the Agent, for itself and on behalf of, and for the ratable benefit of, each of the Lenders, a security interest in and to all of the Company's rights, title and interests in, to and under the following property and assets owned or

held by the Company or in which the Company otherwise has any interest, now existing or hereafter acquired, developed or arising (collectively, the "Intellectual Property Collateral"):

(a) all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;

(the foregoing rights and interests, collectively, the "Intellectual Property Rights") and including, without limitation, those Intellectual Property Rights listed, from time to time, on the Exhibits to this Agreement;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the aforementioned properties and assets;

(c) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(d) all products and all Proceeds at any time of any and all of the foregoing.

3. Future Rights. If and when the Company shall obtain rights to any new Intellectual Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of Section 2, the provisions of Section 2 shall automatically apply thereto. The Company shall give to the Agent prompt notice of the benefit of any registrations or applications the Company may make or obtain to register any Intellectual Property Rights. The Company shall do all things reasonably deemed necessary or advisable by the Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Agent in such future acquired Intellectual Property Collateral, as well as any existing Intellectual Property Collateral not yet listed in the Exhibits. The Company hereby authorizes the Agent, as its attorney in fact (with power of substitution), to modify, amend, or supplement the Exhibits hereto and to reexecute this Agreement from time to time on Company's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and any additional existing Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Exhibits to be filed with the PTO or Copyright Office as applicable.

4. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to them and shall not be responsible to the Company or any other person or entity for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Agent hereunder or in connection herewith, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

5. Further Assurances and Additional Acts. The Company shall execute, acknowledge, deliver, file, notarize and register at its own expense all further agreements, instruments, certificates, documents and assurances and perform such acts as the Agent or the Majority Lenders shall deem necessary or appropriate to effectuate the purposes of this Agreement, and promptly provide to the Agent with evidence of the foregoing reasonably satisfactory in form and substance to the Agent and the Majority Lenders.

6. Agent's Rights and Remedies. The Agent shall have all rights and remedies available to it under this Agreement, the Security Agreement, each other Loan Document and applicable law with respect to the security interests in any of the Intellectual Property Collateral. The Company agrees that such rights and remedies include, but are not limited to, the right of the Agent as a secured party to sell or otherwise dispose of the Intellectual Property Collateral pursuant to the UCC. This Agreement has been granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to

those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

7. Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Company may not transfer any of the Intellectual Property Collateral or any rights hereunder, without the prior written consent of the Agent (with the consent of the Majority Lenders), except as specifically permitted under the Security Agreement.

8. Amendment; No Conflict, etc. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 3 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Agent and the Lenders greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Agent and the Lenders under the Security Agreement. The provisions of Section 17(b) (Submission to Jurisdiction), Section 17(c) (No Limitation) and Section 18 (Waiver of Jury Trial) of the Security Agreement shall apply to this Agreement *mutatis mutandis*.

9. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

10. Counterparts. This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

"Company"

ARVESTA CORPORATION,
a California corporation

"Secured Party"

UFJ BANK LIMITED

By: 

Name: Dennis K. Krass
Title: President

By: _____

Name:
Title:

Address for Notices:

Arvesta Corporation
100 First Street, Suite 1700
San Francisco, CA 94105
Attn: Vice President & General Counsel
Fax No.: 415-512-0774

Address for Notices:

UFJ Bank Limited
Corporate Finance Department
PAG Agent Group
1-1 Otemachi 1-chome, Chiyoda-ku
Tokyo 100-8114 Japan
Attn: Tooru Maeda, Manager
Satoshi Kizaki, Manager
Fax No.: 81-3-3212-7578

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

U.S. Patents (or Patent Applications) of Company

Title	Patent No. (Application No.)	Registration Date	Filing Date	Status
Sulfonyl-isocyanate Intermediate	4732711	3/22/88	5/30/86	Note 1
Method of Use	(806338)		9/21/99	Pending; Note 1
Process for Preparing Sulphonyl Amide Intermediate	5925788	7/20/99	11/8/96	Note 1

Note 1: Patent or patent application currently registered in the name of Bayer. Assignment from Bayer to Arvesta Corporation has been filed and is being processed by the PTO.

EXHIBIT B**Registered Trademarks of Company**

Registration No.	Registration Date	Filing Date	Registered Owner	Mark	Country of Filing
2,304,479	12/28/1999	10/3/1996	Arvesta Corporation	ELEVATE	U.S.A.
2599142	7/23/2002	11/22/2000	Tomen Agro, Inc. (filing for change of name to Arvesta Corporation being processed)	ENDORSE	U.S.A.
2409479	11/28/2000	5/3/1999	Bayer Corporation (Assignment to Arvesta Corporation filed and is being processed by the PTO)	EVEREST	U.S.A.