

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Notice of Grant of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Incorporated		12/20/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credit Suisse First Boston, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	78341610	AQUAFLOW
Serial Number:	78341660	AQUAFLOW
Serial Number:	76491347	LIBERTY
Serial Number:	76533315	OPTICEL
Serial Number:	76491936	IMPRESS

CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(919) 286-8049
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 W. Main Street, Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	JES 032037.1
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NAME OF SUBMITTER:	John E. Slaughter
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OP \$140.00 78341610

Total Attachments: 4

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**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 20, 2002 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Credit Suisse First Boston as Collateral Agent (the "Collateral Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
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[see attached Exhibit A]

Trademark Applications

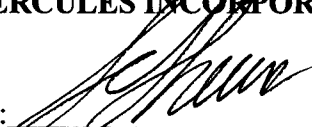
<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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[see attached Exhibit A]

The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

HERCULES INCORPORATED

By: 
Name: Stuart C. Shears
Title: V.P. + Treasurer



Acknowledged and Accepted:

CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Collateral Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

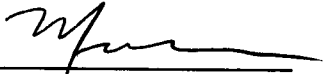
Very truly yours,

HERCULES INCORPORATED

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch, as
Collateral Agent

By: 
Name: JAMES P. MORAN
Title: DIRECTOR

By: 
Name: JOSHUA PARRISH
Title: ASSOCIATE

Schedule 1

**Hercules Incorporated
(Delaware Corporation)**

U.S. Trademarks

Pending Applications

Mark	Serial No.	Application Date
AQUAFLOW	78341610	12/16/03
AQUAFLOW and Design	78341660	12/16/03
LIBERTY	76491347	2/21/03
OPTICEL	76533315	7/17/03
IMPRESS	76491936	9/23/03