

11/18/03

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06-29-2004

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To the Honorable Commissione.

102734868

attached original documents or copy thereof.

1. Name of conveying party(ies):
Rutherford Chemicals LLC
40 Avenue A
Bayonne, New Jersey 07002

- Individual(s)
 - General Partnership
 - Corporation-State:
 - Other LLC - Delaware
- Association
 - Limited Partnership

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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 10, 2003

2. Name and address of receiving party(ies):

Name: The CIT Group/Business Credit, Inc.

Internal Address: _____

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

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.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: _____

Street Address Attn: Penelope J.A. Agodoa
Federal Research Company, LLC

1030 15th Street, NW, Suite 920

Washington, DC 20005

202.783.2700

City: _____

6. Total number of applications and registrations involved: _____

55

7. Total fee (37 CFR 3.41): \$ 1390⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

11/19/2003 LHWELLER 00000073 734402

DO NOT USE THIS SPACE

01 FC:8521 40.00 BP
02 FC:8522 1350.00 BP

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

Alex Yastremski, Esq.
Name of Person Signing

Signature

November 11, 2003

Date

Total number of pages including coversheet, attachments and document: _____

6

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

Schedule A

RUTHERFORD CHEMICALS - TRADEMARKS						
SUBSIDIARY	MARK	COUNTRY	APP. #	APP. DATE	REG. NO.	REG. DATE
ACTIVE TRADEMARKS						
CasChem	9-11	U.S.			734,402	07/17/62
CasChem	AA	U.S.			519,635	01/10/50
CasChem	BAKER & DESIGN	U.S.			755,816	09/03/63
CasChem	BAKERS	U.S.			571,991	03/17/53
CasChem	BAKERS (Stylized)	U.S.			592,654	07/20/54
CasChem	BAKERS (stylized)	U.S.			579,947	09/15/73
CasChem	BAKERS (stylized)	U.S.			581,497	10/27/53
CasChem	BAKERS (stylized)	U.S.			574,258	05/12/53
CasChem	BIOTHANE	U.S.			1,236,891	05/10/83
CasChem	BUFFERITE	U.S.			1,420,706	12/16/86
Cosan	C & MICROSCOPE	U.S.			858,149	10/08/68
CasChem	CASCURE	U.S.			2,110,052	10/28/97
CasChem	CASFLEX	U.S.			2650643	11/12/02
CasChem	CASID HAS	U.S.	78/158,831	08/28/02		
CasChem	CASID UDA	U.S.	78/158,672	08/28/02		
CasChem	CASMATE	U.S.			2650642	11/12/02
CasChem	CASPOL	U.S.			1,373,202	12/03/85
CasChem	CASTORLATUM	U.S.	78/233,486	04/03/03		
CasChem	CASTORWAX	U.S.			564,387	09/23/52
CasChem	CASTUNG	U.S.			385,959	03/25/41
CasChem	CASTUNG	U.S.			539,707	03/20/51
CasChem	CASTUNG	U.S.			385,224	02/18/41
Cosan	COCCURE	U.S.			975264	12/25/73
Cosan	COSCAT	U.S.			1,368,473	11/05/85
CasChem	COTROL	U.S.			1,678,955	03/10/92
CasChem	CRYSTAL LC	U.S.	78/158,699	08/28/02		
CasChem	CRYSTAL O	U.S.			591,877	06/29/54
CasChem	DB	U.S.			711,403	02/21/61
CasChem	DB	U.S.			528,397	08/01/50
CasChem	FLEXRICIN	U.S.			542,077	05/08/51
CasChem	LUBRICIN	U.S.			546,552	08/14/51
CasChem	MICRODUCT	U.S.			1,256,491	11/08/83
CasChem	MODI-FLEX	U.S.			1,440,953	06/02/87
CasChem	NATURECHEM	U.S.			1,283,955	07/03/84
CasChem	P-	U.S.			576,667	06/30/53
CasChem	PARICIN	U.S.			442,796	05/31/69
CasChem	POLYCIN	U.S.			669,472	11/11/58
CasChem	POLYCIN	U.S.			751,936	07/02/63
CasChem	POLYCIN	U.S.			751,866	07/02/63
CasChem	POLYCIN	U.S.			837,737	10/31/67
CasChem	POLYCIN	U.S.			542,247	05/15/51
CasChem	SURFACTOL	U.S.			594,724	09/07/54
CasChem	THE BAKER CASTOR ...	U.S.			023896	12/51/893
CasChem	VORITE	U.S.			399,596	01/19/43
CasChem	WICKENOL	U.S.			843493	02/06/68
Nipera	NIASORB	U.S.	76/381,642	03/12/02		
Cambrex	BRETOL	U.S.			1310614	12/25/84
Cambrex	BROMAT	U.S.			1288553	08/07/84
Cambrex	CETATS	U.S.			1291615	08/28/84
Cambrex	MYTAB	U.S.			1310610	12/25/84
Cambrex	SUMINE	U.S.			1,297,314	09/25/84
Zceland	VITRIDE	U.S.	78/188,946	11/26/2002		
CasChem	SEALRITE	US			1872180	01/10/95
CasChem	STANTIV	US	78/176604	05/07/03		
Zceland	CHEA	US			2031921	01/21/97

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, RUTHERFORD CHEMICALS LLC, a limited liability company formed under the laws of Delaware, located at 40 Avenue A, Bayonne, New Jersey ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and


WHEREAS, Borrower is obligated to THE CIT GROUP/BUSINESS CREDIT, INC. ("CIT") and various other financial institutions (collectively, "Lenders") and CIT as agent for Lenders ("Agent") pursuant to (i) a certain Financing Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements"); and


WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
November 10, 2003

Witness:


RUTHERFORD CHEMICALS LLC
By: 
Name: Terrence M. Mullen
Its: Vice president

Witness:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent
By: _____
Name:
Its:

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, RUTHERFORD CHEMICALS LLC, a limited liability company formed under the laws of Delaware, located at 40 Avenue A, Bayonne, New Jersey ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to THE CIT GROUP/BUSINESS CREDIT, INC. ("CIT") and various other financial institutions (collectively, "Lenders") and CIT as agent for Lenders ("Agent") pursuant to (i) a certain Financing Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
November 10, 2003

Witness:

RUTHERFORD CHEMICALS LLC

By: _____

Name:

Its:

Witness:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

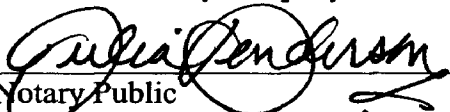
By: Allison Friedman

Name: Allison Friedman

Its: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On the 10 day of November, 2003, before me personally came Terrence Mullen to me known, who being by me duly sworn, did depose and say s/he is the vice president of RUTHERFORD CHEMICALS LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the managers of said limited liability company.


Notary Public
My Commission Expires: March 31, 2007

JULIA HENDERSON
Notary Public, State of New York
No. 01HE6089906
Qualified in New York County
Commission Expires March 31, 2007