12/8/03

12-30-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102634948

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Ondeo Nalco Energy Services, L.P.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [x] Limited Partnership
- [ ] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Citicorp North America, Inc.,
Internal Address: as Administrative Agent
Street Address: 390 Greenwich Street
City: New York State: NY Zip: 10013

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State New York Banking Corporation
- [ ] 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Grant of Security Interest

Execution Date: 11/04/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE SCHEDULE A
B. Trademark Registration No.(s) SEE SCHEDULE A

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tonya Chapple
Internal Address: c/o CSC
Street Address: 80 State St
City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41) $1540.00
- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy — Name of Person Signing
James P. Murphy — Signature
December 1, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 11

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

12-08-2003
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #57

12/30/2003 LMUELLER 00000016 76499829
01 FC:8521 40.00 OP
02 FC:8522 1500.00 OP

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Trademark Applications

Title	App. No.	Filing Date
ACCESS	76/499,829	03/24/03
ACRYL-EX	76/466,148	11/12/02
BREAK-IT	76/526,521	06/27/03
BRIGHTWATER	76/264,500	05/31/01
FORTIS	76/432,482	07/18/02
HEAT-TECH	76/522,270	06/12/03
INTERCEPT	75/779,631	08/20/99
LUBE TRACE	74/557,957	08/08/94
REAL TIME MONITORING Design (RTM)	76/440,236	08/09/02
SURFLO CERTIFIED	76/468,973	11/21/02

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date
303	696,650	04/26/60
ACTRENE	1,510,582	11/01/88
ADOFOAM	765,311	02/25/64
ADOMITE	619,748	01/24/56
ADOMITE AQUA SBS	1,580,909	02/06/90
ADOMITE REGAIN	1,608,668	08/07/90
ARSENAL	2,726,468	06/17/03
ASP	2,356,885	06/13/00
BIOMETRA	1,884,115	03/14/95
CHEM-MATE	1,814,750	01/04/94
COKE-LESS	1,584,206	02/27/90
COMPTRENE	2,506,982	11/13/01
CONTROL	2,400,141	10/31/00
CONVERSION PLUS	2,651,272	11/19/02

Title	Reg. No.	Reg. Date
COREXIT	1,011,257	05/27/75
DEPCON	2,378,898	08/22/00
DRYOCIDE	1,484,993	04/19/88
ENERAX	2,179,251	08/04/98
ENERCEPT	2,409,409	11/28/00
ENERSPERSE	1,610,953	08/28/90
ENTERACT	2,715,029	05/13/03
FLO-MOR	1,303,346	11/06/84
FREEFLOW	2,568,978	05/14/02
FREEFLOW	2,702,585	04/01/03
FUEL AND LUBE ADVANTAGE	1,559,807	10/10/89
GTO	2,530,745	01/15/02
HEATTECH	2,152,342	04/21/98
LONG RUN	1,915,630	08/29/95
MAP	2,349,677	05/16/00
MAP	2,420,950	01/16/01
MVP	2,056,292	04/22/97
NAVIGATOR	2,392,008	10/03/00
NAVIGATOR Design	2,558,637	04/09/02
NEOSTAR	2,217,446	01/12/99
PARASQUEEZE	1,825,525	03/08/94
PASSIVATION PLUS	1,394,543	05/27/86
PATHFINDER	2,024,698	12/17/96
POLYGON	2,445,705	04/24/01
PROCESS DOLLAR, THE	1,281,546	06/12/84
PRODUCING SOLUTIONS	1,958,862	02/27/96
PROFIT POWER	2,028,357	01/07/97
RE-SOLV	1,366,056	10/15/85
SCORPION	2,099,533	09/23/97
SELECT	2,302,140	12/21/99
SMARTSURFACTANTS	2,499,590	10/23/01
SQUEEZE PLUS	2,368,625	07/18/00
SULFA-CHECK	1,368,469	11/05/85

Title	Reg. No.	Reg. Date
TEKMUD	1,403,624	08/05/86
TEKSTIM	1,545,951	07/04/89
THERMOGAIN	2,546,876	03/12/02
THROUGHPUT	1,505,898	09/27/88

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS THIS ("Agreement"), dated as of November 4, 2003 is made by Ondeo Nalco Energy Services, L.P., a Delaware limited partnership (the "Guarantor"), in favor of CitiCorp North America, Inc., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nalco Holdings LLC, a Delaware limited liability company, and Nalco Company, a Delaware corporation and parent of the Guarantor ("Borrower"), the Lenders, the Agent, Bank of America, N.A., as Documentation Agent, and Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., Goldman Sachs Credit Partners L.P. and UBS Securities LLC, each as Co-Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and Guarantor have executed and delivered a U.S. Guarantee and Collateral Agreement, dated as of November 4, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower and Guarantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Guarantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Guarantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Guarantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), and all goodwill of the business associated with the Trademarks, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Guarantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ONDEO NALCO ENERGY SERVICES, L.P.

By: Michael P. Murphy
Name: Michael P. Murphy
Title: Assistant Secretary

CITICORP NORTH AMERICA, INC.
as Administrative Agent for the Lenders

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ONDEO NALCO ENERGY SERVICES, L.P.

By:_____
Name:
Title:

CITICORP NORTH AMERICA, INC.
as Administrative Agent for the Lenders

By:_____
Name: EDWARD T. CROOK
Title: Managing Director and Vice President

[Intellectual Property Security Agreement]

SCHEDULE A

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