

05-05-2004



102737683

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

5-5-04

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name ISP Synthetic Elastomers LP

4/13/04

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name The CIT Group/Business Credit, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of Attn: James R. Need

Address (line 1) 1211 Avenue of the Americas

Address (line 2) 21st Floor

Address (line 3) Ny City

Ny State/Country

10036 Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/06/2004 6TON11 00000020 76532425

FOR OFFICE USE ONLY

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

**Return To**

Address (line 1)

National Corporate Research, LTD.

Address (line 2)

225 W. 34th St., Suite 910

Address (line 3)

New York, N.Y. 10122

Address (line 4)

(800) 221-0102 (212) 947-7200

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

JAMES R. Heed

Name of Person Signing

James R. Heed

Signature

4-30-04

Date Signed

**GRANT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 13<sup>th</sup> day of April, 2004, by **ISP Synthetic Elastomers LP**, a Delaware limited partnership, with its principal place of business at 1615 Main Street, Port Neches, Texas 77651 (herein the "Company"), and **The CIT Group/Business Credit, Inc.**, as Agent for the Lenders under the Financing Agreement, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (herein "CITBC").

**W I T N E S E T H:**

WHEREAS, the Company and CITBC are parties to a certain Financing Agreement of even date herewith, as the same may be amended from time to time (herein the "Financing Agreement"), which Financing Agreement provides (i) for CITBC to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to CITBC of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement), the Company hereby grants to CITBC a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
  - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now

and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all renewals and refilings thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and
- (v) All cash and non-cash proceeds of the foregoing.

3. CITBC's Rights. Upon the occurrence of any Event of Default hereunder or under the Financing Agreement, CITBC shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CITBC will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CITBC upon the occurrence of any Event of Default hereunder or under the Financing Agreement, CITBC shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CITBC concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event CITBC exercises its rights hereunder or under

the Financing Agreement, and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CITBC to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement or under the Financing Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CITBC of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CITBC or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon CITBC any duty or responsibility to maintain the Intellectual Property Collateral.

4. Maintenance of Intellectual Property Collateral. Company shall notify CITBC in writing of (i) the filing of any application for the registration of any Trademark Collateral or Patent Collateral with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein or any political subdivision thereof and (ii) the filing of any assignment of any Patent Collateral or Trademark Collateral that Company may acquire from a third party with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein or political subdivision thereof, within thirty (30) days of such filing. Upon request of CITBC, Company shall execute and deliver to CITBC any and all assignments, agreements, instruments, documents, and such other papers as may be requested by CITBC to evidence the security interests of CITBC in such Trademark Collateral or Patent Collateral, and Company hereby constitutes CITBC its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

Company has not abandoned any of the Trademark Collateral or Patent Collateral set forth on the Schedules hereto. Except to the extent that CITBC, upon prior written notice of Company, shall consent, Company (either itself or through licensees) will continue to use the Trademark Collateral on each and every trademark, class of goods, and services applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademark Collateral in full force, free from any claim of abandonment for nonuse, and Company will not (and will not permit any licensee to) intentionally do any act, nor omit to do any act, whereby the Trademark Collateral or Patent Collateral may become abandoned, canceled, invalidated, unenforceable,

avoided, or avoidable. Except to the extent that CITBC, upon prior written notice by Company, shall consent, Company will not (and will not permit any licensee to) intentionally do any act, or omit to do any act, whereby the Patent Collateral may become abandoned or dedicated. Company shall notify CITBC immediately if Company knows or has reason to know of any reason why any application, registration, or recording of any Trademark Collateral or Patent Collateral may become abandoned, dedicated, canceled, invalidated, unenforceable, avoided or avoidable.

Company will take all necessary steps and render any assistance, as CITBC may determine is necessary, to CITBC in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein to maintain such application and registration of the Trademark Collateral or Patent Collateral as Company exclusive property and to protect CITBC's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under this Agreement).

5. Fees. The Company will pay all filing fees with respect to the security interest created hereby which CITBC may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
6. Representations and Warranties. The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral or claims by any third party concerning the Intellectual Property Collateral (including but not limited to any claims of infringement or validity).
7. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CITBC in connection with such sale and the exercise of CITBC's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CITBC in such order as CITBC may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may

direct.

8. Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CITBC therein. The Company agrees to reimburse CITBC for all costs and expenses incurred by CITBC in defending any such action, claim or proceeding.
9. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that CITBC has under the Financing Agreement. The Company agrees to execute and deliver to CITBC (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
10. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
11. **CHOICE OF LAW**. **THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CITBC WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CITBC AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CITBC EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**
12. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
  - (i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement;
  - (ii) Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or
  - (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by CITBC.

13. Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CITBC written notice in the manner provided in the Financing Agreement of:
- (i) any claim by a third party that the Company has infringed on the rights of a third party;
  - (ii) any suspected infringement by a third party on the rights of the Company; or
  - (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.
14. Further Assurances. The Company will take any such action as CITBC may reasonably require to further confirm or protect CITBC's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CITBC a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.
15. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, CITBC shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 13<sup>th</sup> day of April, 2004.

**ISP SYNTHETIC ELASTOMERS LP**  
(the "Company")

By: \_\_\_\_\_  
Title:

Agreed and Accepted this  
13<sup>th</sup> day of April, 2004

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

By: Delma A. Putney  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 13<sup>th</sup> day of April, 2004.

**ISP SYNTHETIC ELASTOMERS LP**

(the "Company")

By: ISP SYNTHETIC GP LLC, its general partner

By: Edward T. Prosapio  
Name: Edward T. Prosapio  
Title: Treasurer

Agreed and Accepted this  
\_\_\_\_\_ day of \_\_\_\_\_, 2004

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

By: \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 13<sup>th</sup> day of April, 2004.

**ISP SYNTHETIC ELASTOMERS LP**

(the "Company")

By: ISP SYNTHETIC GP LLC, its general partner

By: Edward T. Prosapio  
Name: Edward T. Prosapio  
Title: Treasurer

Agreed and Accepted this  
\_\_\_\_\_ day of \_\_\_\_\_, 2004

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

By: \_\_\_\_\_  
Title:

## IRREVOCABLE POWER OF ATTORNEY

**ISP Synthetic Elastomers LP**, with offices at 1615 Main Street, Port Neches, Texas 77651 (hereinafter referred to as the "Company"), hereby grants to **The CIT Group/Business Credit, Inc.**, as Agent, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036, (hereinafter referred to as "CITBC"), the exclusive Irrevocable Power of Attorney to transfer to CITBC or to any designee of CITBC all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CITBC including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CITBC are outstanding under the Financing Agreement, dated on or about the date hereof, between the Company and CITBC.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CITBC after the occurrence of an Event of Default under the Agreement between CITBC and the Company; and

4. CITBC shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CITBC of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CITBC. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.



## IRREVOCABLE POWER OF ATTORNEY

**ISP Synthetic Elastomers LP**, with offices at 1615 Main Street, Port Neches, Texas 77651 (hereinafter referred to as the "Company"), hereby grants to **The CIT Group/Business Credit, Inc.**, as Agent, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036, (hereinafter referred to as "CITBC"), the exclusive Irrevocable Power of Attorney to transfer to CITBC or to any designee of CITBC all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CITBC including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CITBC are outstanding under the Financing Agreement, dated on or about the date hereof, between the Company and CITBC.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CITBC after the occurrence of an Event of Default under the Agreement between CITBC and the Company; and

4. CITBC shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CITBC of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CITBC. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 13<sup>th</sup> day of April, 2004.

**ISP SYNTHETIC ELASTOMERS LP**  
(the "Company")  
By: ISP SYNTHETIC GP LLC, its general partner

By: Edward T. Prosapio  
Name: Edward T. Prosapio  
Title: Treasurer

STATE OF NEW JERSEY )  
  )  
COUNTY OF PASSAIC )

On April 13, 2004, before me, the undersigned, a notary public in and for said State, personally appeared Edward T. Prosapio, known to me to be the Treasurer of ISP Synthetic Elastomers GP LLC, the general partner of ISP Synthetic Elastomers LP, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

**WITNESS** my hand and official seal.

Shelley A. Sorkin Schick  
Shelley A. Sorkin Schick  
Notary Public

SHELLEY A. SORKIN SCHICK  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 28, 2008

My Commission Expires \_\_\_\_\_

(SEAL)

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

**between**

**ISP SYNTHETIC ELASTOMERS LP**

**and**

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

**U.S. PATENTS**

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
	<b>NONE</b>	



**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

between

**ISP SYNTHETIC ELASTOMERS LP**

and

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

**U.S. TRADEMARKS**

<u>Title or Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ISP	76/532425	July 25, 2003

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

between

**ISP SYNTHETIC ELASTOMERS LP**

and

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

**U.S. LICENSES**

Name

Registration No.

Registration Date

**NONE**

83481-1

**RECORDED: 05/05/2004**

**TRADEMARK  
REEL: 002962 FRAME: 0501**