

05-17-2004



Form PTO-1594  
1-31-92

102746351  
**TRADEMARKS ONLY**

EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
 CNA Holdings, Inc. (f/k/a both Hoechst Celanese Corporation and HNA Holdings, Inc.)

Individuals  Association  
 General Partnership  Limited Partnership

Corporation - Delaware  
 Other

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

5-12-04

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

Name: Deutsche Bank AG, New York Branch  
 Internal Address:  
 Street Address: 31 West 52<sup>nd</sup> Street

City: New York State: New York Zip Code: 10019

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership - \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Collateral Agent

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 Interest  Change of Name  
 Other

Execution Date: April 6, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/342931

Additional numbers attached?  Yes  No

Trademark Registration No.(s)

762650

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

Name: Helen Bruno, Senior Legal Assistant  
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: New York ZIP: 10036


6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41): ..... \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*

Helen Bruno  May 12, 2004  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

05/14/2004 NGETACHE 00000003 75342931

01 FC:8521 40.00 OP  
 02 FC:8522 25.00 OP

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CNA HOLDINGS, INC. (f/k/a both HOECHST CELANESE CORPORATION and HNA HOLDINGS, INC.) (the "Grantor") hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

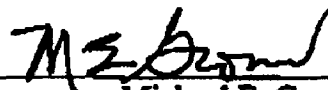
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 6, 2004 (as amended from time to time, the "Collateral Agreement"). Upon the occurrence of the termination of the Collateral Agreement, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

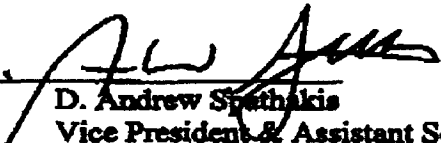
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 6<sup>th</sup> day of April, 2004.

CNA HOLDINGS, INC., Grantor

By   
Name: Michael E. Grom  
Title: Vice President, Principal Financial Officer & Treasurer

By   
Name: D. Andrew Spethakis  
Title: Vice President & Assistant Secretary

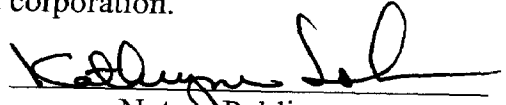
DEUTSCHE BANK AG, NEW YORK BRANCH,  
as Collateral Agent, Grantee

By   
Name: ALBERT FISCHETTI  
Title: DIRECTOR

By   
Name: David Maynew  
Title: Director

STATE OF NEW ~~YORK~~ <sup>Jersey</sup> )  
 ) ss.:  
COUNTY OF ~~NEW YORK~~ <sup>Union</sup> )

On this 7 day of April, 2004, before me personally came Michael E. Grom  
D. Andrew Spathakis of CNA HOLDINGS, INC. who, being by me duly sworn, did state as follows: that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

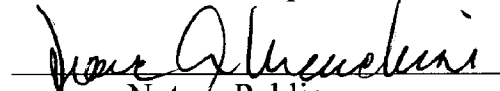
**SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS DATE**

APR 07 2004

**KATHRYNE E. JOHNSON  
Notary Public of New Jersey  
Commission Expires 3/26/2008**

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

On this 30<sup>th</sup> day of April, 2004, before me personally came ALBERT FISCHETTI of DEUTSCHE BANK AG, NEW YORK BRANCH who, being by me duly sworn, did state as follows: that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**MARC A. MENCHISE**  
Notary Public, State of New York  
No. 01ME6007174  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires May 18, 2006

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

On this 5<sup>th</sup> day of April, 2004, before me personally came  
  Daniel Mayhew   of DEUTSCHE BANK AG, NEW YORK BRANCH who, being  
by me duly sworn, did state as follows: that he is authorized to execute the foregoing Grant on  
behalf of said corporation and that he did so by authority of the Board of Directors of said  
corporation.

  
\_\_\_\_\_  
Notary Public

PETER W HELF  
Notary Public - State of New York  
No. 01HE6030586  
Qualified in Suffolk County  
My Commission Expires Sept. 13, 2005

**SCHEDULE A**

CNA Holdings, Inc. (f/k/a both Hoechst Celanese Corporation and HNA Holdings, Inc.)

Mark	Grantor	Registration/Serial No.
T-61	HNA Holdings, Inc.	762,650
Celaweb	Hoechst Celanese Corporation	75/342,931