Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

08-13-2004

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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):

ADVANTIS TECHNOLOGIES, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- Delaware
☐ Other _____

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

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

Name: **CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Administrative Agent**

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

☐ Individual(s) citizenship _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation _____
☒ Other bank organized and existing under the laws of Switzerland

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 Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 30, 2004

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

A. Trademark Application No.(s)

See attached schedule.

B. Trademark Registration No.(s)

See attached schedule.

Additional number(s) attached ☒ Yes ☐ No

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

Name: Rhonda DeLeon

Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:..... **100**

7. Total fee (37 CFR 3.41).....$ 2515.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number

50-0524

(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 coy of the original document.

Rhonda DeLeon	Rhonda DeLeon	August 9, 2004
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 51

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

08/12/2004 MGETACHE 00000008 2638834
01 FC:8521 40.00 OP
02 FC:8522 2475.00 OP

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SCHEDULE A

ADVANTIS TECHNOLOGIES, INC.

U.S. TRADEMARKS

Trademark Registrations

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.		2,638,834	United States
Advantis Technologies, Inc.		1,311,750	United States
Advantis Technologies, Inc.	Ab And Design	1,011,352	United States
Advantis Technologies, Inc.	Algaetrine	1,083,831	United States
Advantis Technologies, Inc.	Algi-Cure	2,012,506	United States
Advantis Technologies, Inc.	Algimycin	1,256,608	United States
Advantis Technologies, Inc.	Algimycin And Design	684,602	United States
Advantis Technologies, Inc.	Applied Biochemists	1,923,170	United States
Advantis Technologies, Inc.	Aqua-prep	2,795,368	United States
Advantis Technologies, Inc.	Aquashade	961,218	United States
Advantis Technologies, Inc.	Aquashadow	2,073,862	United States
Advantis Technologies, Inc.	Black Algaetrine	1,029,115	United States
Advantis Technologies, Inc.	Blue Bayou	2,846,137	United States
Advantis Technologies, Inc.	Blue Dolphin	2,843,723	United States
Advantis Technologies, Inc.	Blue Springs	2,034,412	United States
Advantis Technologies, Inc.	Bug-Out	1,760,526	United States
Advantis Technologies, Inc.	Clear Blue	2,766,569	United States
Advantis Technologies, Inc.	Clearigate	2,012,167	United States

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.	Cutrine	576,127	United States
Advantis Technologies, Inc.	Cutrine Plus	1,822,298	United States
Advantis Technologies, Inc.	Cutrine Ultra	2,291,413	United States
Advantis Technologies, Inc.	Dirty Duck	2,027,781	United States
Advantis Technologies, Inc.	Dissolve	1,865,128	United States
Advantis Technologies, Inc.	Down & Out	1,869,149	United States
Advantis Technologies, Inc.	Down & Out	1,820,360	United States
Advantis Technologies, Inc.	Down & Out And Design	2,176,175	United States
Advantis Technologies, Inc.	Draintrine	1,066,054	United States
Advantis Technologies, Inc.	Drop N' Vac	2,001,447	United States
Advantis Technologies, Inc.	E Z Filter Cleaner	1,288,545	United States
Advantis Technologies, Inc.	Enhance	1,256,487	United States
Advantis Technologies, Inc.	Esscents	1,779,975	United States
Advantis Technologies, Inc.	Filter Fresh	1,351,231	United States
Advantis Technologies, Inc.	Glb	1,455,944	United States
Advantis Technologies, Inc.	Glb And Design	1,632,823	United States
Advantis Technologies, Inc.	Glb Spa Activate And Design	1,123,525	United States
Advantis Technologies, Inc.	Gold-N-Clear	1,740,462	United States
Advantis Technologies, Inc.	Hcl Advantage	1,858,090	United States
Advantis Technologies, Inc.	Hypo-Clean	1,256,488	United States
Advantis Technologies, Inc.	Leisure Life	2,095,658	United States
Advantis Technologies, Inc.	Maxi-Clear	2,044,746	United States
Advantis Technologies, Inc.	Metal Master	1,973,403	United States

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.	Natural Clear	1,862,997	United States
Advantis Technologies, Inc.	Navigate	1,822,264	United States
Advantis Technologies, Inc.	Nutri-Sorb	2,743,293	United States
Advantis Technologies, Inc.	Oxy-Brite	1,045,687	United States
Advantis Technologies, Inc.	Perfect Ph	1,275,575	United States
Advantis Technologies, Inc.	Perfect Ph	1,457,054	United States
Advantis Technologies, Inc.	Ph Magic	1,977,259	United States
Advantis Technologies, Inc.	Pink Cure	2,072,558	United States
Advantis Technologies, Inc.	Pooltrine	1,471,163	United States
Advantis Technologies, Inc.	Portatrine	1,469,577	United States
Advantis Technologies, Inc.	Power Wash Iii	2,167,915	United States
Advantis Technologies, Inc.	Prevent Plus	1,949,373	United States
Advantis Technologies, Inc.	Qwik Dip	2,061,307	United States
Advantis Technologies, Inc.	Removit	2719516	United States
Advantis Technologies, Inc.	Rendezvous	1,899,519	United States
Advantis Technologies, Inc.	Renew	2,750,582	United States
Advantis Technologies, Inc.	Reserve & Renew	2730203	United States
Advantis Technologies, Inc.	Resist	1,742,058	United States
Advantis Technologies, Inc.	Rv-Trine	1,063,631	United States
Advantis Technologies, Inc.	Scum Digester	1,805,612	United States
Advantis Technologies, Inc.	Scum Gon	1,829,765	United States
Advantis Technologies, Inc.	Septictrine	1,016,219	United States
Advantis Technologies, Inc.	Sequa-Sol	1,264,599	United States
Advantis Technologies, Inc.	Shocktrine	1,469,576	United States

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.	Silky Scents	1,823,522	United States
Advantis Technologies, Inc.	Spa Luster	2,070,532	United States
Advantis Technologies, Inc.	Stain Tamer	1,977,270	United States
Advantis Technologies, Inc.	Staintrine	1,470,347	United States
Advantis Technologies, Inc.	Stocktrine	1,011,348	United States
Advantis Technologies, Inc.	Strike-Out	1,415,555	United States
Advantis Technologies, Inc.	Suds-X	1,734,241	United States
Advantis Technologies, Inc.	Super Algi-Gon	1,763,996	United States
Advantis Technologies, Inc.	Super Blue C-C	1,260,707	United States
Advantis Technologies, Inc.	Super Blue Crystal Clear	1,277,600	United States
Advantis Technologies, Inc.	Swimtrine	943,881	United States
Advantis Technologies, Inc.	The Great Life Begins Here!	2,742,888	United States
Advantis Technologies, Inc.	Tile Buster	1,856,146	United States
Advantis Technologies, Inc.	Tlc	1,261,405	United States
Advantis Technologies, Inc.	Tub Scrub	1,356,110	United States
Advantis Technologies, Inc.	Vac-Max	2,165,629	United States
Advantis Technologies, Inc.	Vanquish	2,059,946	United States
Advantis Technologies, Inc.	Velvet Touch	1,833,593	United States
Advantis Technologies, Inc.	Velvet Touch	1,835,105	United States
Advantis Technologies, Inc.	Weedtrine	1,028,388	United States
Advantis Technologies, Inc.	Yello Free	1,824,796	United States
Advantis Technologies, Inc.	Yellowtrine	1,886,495	United States

Trademark Applications

Owner	Mark	Serial No.	Country
Advantis Technologies, Inc.	Ultima	75/552,733	United States
Advantis Technologies, Inc.	Glb And Design	76/517601	United States
Advantis Technologies, Inc.	Leisure Time Citribright	76/518984	United States
Advantis Technologies, Inc.	Leisure Time Simple Spa Care Solutions	78/143127	United States
Advantis Technologies, Inc.	Citrabright	78/145376	United States
Advantis Technologies, Inc.	Leisure Time Simple Spa Care	78/240523	United States
Advantis Technologies, Inc.	Party Blue	78/253814	United States
Advantis Technologies, Inc.	Swimmer's Choice	78/260034	United States
Advantis Technologies, Inc.	BLUE DOLPHIN	76/472,789	United States
Advantis Technologies, Inc.	Leisure Time	76/587,256	United States
Advantis Technologies, Inc.	LEISURE TIME	76/589,537	United States
Advantis Technologies, Inc.	Quantum Biochemical	78/294,204	United States
Advantis Technologies, Inc.	Simple Spa Care	76/587,255	United States

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of July 30, 2004, among ROCKWOOD SPECIALTIES INTERNATIONAL, INC., a Delaware corporation ("Holdings"), ROCKWOOD SPECIALTIES GROUP, INC., a Delaware corporation (the "US Borrower"), each of the Subsidiaries of the US Borrower listed on Annex A hereto (each such undersigned Subsidiary being a "Subsidiary Grantor" and collectively the "Subsidiary Grantors"; the Subsidiary Grantors, Holdings and the US Borrower are referred to collectively as the "Grantors") and CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement dated as of July 30, 2004 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the US Borrower, Rockwood Specialties Limited, a company incorporated under the laws of England and Wales (the "UK Borrower" and, together with the US Borrower, the "Borrowers"), Holdings, the Lenders, the Administrative Agent, and UBS Securities LLC and Goldman Sachs Credit Partners L.P., as co-syndication agents (in such capacity, the "Co-Syndication Agents") for the Lenders.

W I T N E S S E T H:

WHEREAS, (a) pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrowers (collectively, the "Extensions of Credit") upon the terms and subject to the conditions set forth therein and (b) one or more Lenders or Affiliates of Lenders may from time to time enter into Hedge Agreements with the Borrowers or any of their Restricted Subsidiaries;

WHEREAS, pursuant to the Guarantee (the "Guarantee") dated as of the date hereof, Holdings and each Subsidiary Grantor party thereto has unconditionally and irrevocably guaranteed, as primary obligor and not merely as surety, to the Administrative Agent, for the ratable benefit of the Secured Parties the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, each Subsidiary Grantor is a Domestic Subsidiary of the US Borrower;

WHEREAS, the proceeds of the Extensions of Credit will be used in part to enable the Borrowers to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, each Grantor acknowledges that it will derive substantial direct and indirect benefit from the making of the Extensions of Credit; and

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WHEREAS, it is a condition precedent to the obligation of the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Security Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Co-Syndication Agents, the Lenders and the Letter of Credit Issuer to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrowers under the Credit Agreement and to induce one or more Lenders or Affiliates of Lenders to enter into Hedge Agreements with the Borrowers and/or the Restricted Subsidiaries, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement and all terms defined in the Uniform Commercial Code from time to time in effect in the State of New York (the "NY UCC") and not defined herein shall have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the NY UCC.

(b) The following terms shall have the following meanings:

"Administrative Agent" shall have the meaning assigned to such term in the recitals hereto.

"Closing Time" shall mean 24:00 (German time) on the Closing Date.

"Collateral" shall have the meaning assigned to such term in Section 2.

"Collateral Account" shall mean any collateral account established by the Administrative Agent as provided in Section 5.1.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor (including all Copyrights) or that any Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement, including those listed on Schedule 1.

"copyrights" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Copyrights" means all copyrights now owned or hereafter acquired by any Grantor, including those listed on Schedule 2.

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"Equipment" shall mean any "equipment," as such term is defined in the NY UCC, now or hereafter owned by any Grantor and, in any event, shall include all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Grantor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto; but excluding Equipment to the extent it is subject to a Permitted Lien and the terms of the Indebtedness securing such Permitted Lien prohibit assignment of, or granting of a security interest in, such Grantor's rights and interests therein, provided, that immediately upon the repayment of all Indebtedness secured by such Permitted Lien, such Grantor shall be deemed to have granted a Security Interest in all the rights and interests with respect to such Equipment.

"General Intangibles" shall mean all "general intangibles" as such term is defined in Section 9-102 of the NY UCC and, in any event, including with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guarantee with respect thereto, (c) all claims of such Grantor for damages arising out of any breach thereof or default thereunder and (d) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options thereunder, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a Security Interest pursuant to this Security Agreement in its right, title and interest in any such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to any such contract, agreement, instrument or indenture the right to terminate its obligations thereunder or is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents), provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a Security Interest pursuant to this Security Agreement in any Account or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantors" shall mean each Grantor other than the US Borrower.

"Grantor" shall have the meaning assigned to such term in the recitals hereto.

"Intellectual Property" shall mean all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise now owned or hereafter acquired, including (a) all information used or useful arising from the business including all goodwill, trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas and all other proprietary information, and (b) the Copyrights, the Patents, the Trademarks and the Licenses and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, in each case to the extent the grant by such Grantor of a Security Interest pursuant to this Security Agreement in any such rights, priorities and privileges relating to intellectual property is not

prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges without the consent of any other party thereto, would not give any other party to any such contract, agreement or other instrument the right to terminate its obligations thereunder or is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the relevant parties (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents).

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now or hereafter acquired by any Grantor, in each case to the extent the grant by a Grantor of a Security Interest therein pursuant to this Security Agreement in its right, title and interest in any such Investment Property is not prohibited by any contract, agreement, instrument or indenture governing such Investment Property without the consent of any other party thereto, would not give any other party to any such contract, agreement, instrument or indenture the right to terminate its obligations thereunder or is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents).

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party.

"NY UCC" has the meaning assigned to such term in Section 1(a).

"Obligations" shall mean the collective reference to (i) the due and punctual payment of (x) the principal of and premium, if any, and interest at the applicable rate provided in the Credit Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (y) each payment required to be made by the Borrowers under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (z) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers or any other Credit Party to any of the Secured Parties under the Credit Agreement and the other Credit Documents, (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to the Credit Agreement and the other Credit Documents, (iii) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Credit Party under or pursuant to this Security Agreement or the other Credit Documents, (iv) the due and punctual payment and performance of all obligations of each Borrower or Restricted Subsidiary under each Hedge Agreement that (x) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (y) is entered into after the Closing Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Hedge Agreement is entered into and (v) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the

Administrative Agent or its Affiliates arising from or in connection with treasury, depositary or cash management services or in connection with any automated clearinghouse transfer of funds.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor (including all Patents) or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement, including those listed on Schedule 3.

"patents" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Patents" means all patents now owned or hereafter acquired by any Grantor, including those listed on Schedule 4.

"Proceeds" shall mean all "proceeds" as such term is defined in Section 9-102 of the NY UCC and, in any event, shall include with respect to any Grantor, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Administrative Agent, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (i) the Lenders, (ii) the Letter of Credit Issuer, (iii) the Swingline Lender, (iv) the Administrative Agent, (v) the Co-Syndication Agents, (vi) each counterparty to a Hedge Agreement the obligations under which constitute Obligations, (vii) the beneficiaries of each indemnification obligation undertaken by any Credit Party under any Credit Document and (viii) any successors, indorsees, transferees and assigns of each of the foregoing.

"Security Agreement" shall mean this Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Security Interest" shall have the meaning assigned to such term in Section 2.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor (including any Trademark) or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement, including those listed on Schedule 5.

"trademarks" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"Trademarks" means all trademarks now owned or hereafter acquired by any Grantor, including those listed on Schedule 6 hereto.

(c) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Security Agreement shall refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement, and Section and Schedule references are to this Security Agreement unless otherwise specified. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

(f) References to "Lenders" in this Security Agreement shall be deemed to include Affiliates of Lenders that may from time to time enter into Hedge Agreements with the Borrowers.

2. Grant of Security Interest.

(a) Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest, which security interest shall attach immediately upon the Closing Time (the "Security Interest"), in all of the following property now owned or hereafter acquired by such Grantor or in which such Grantor now has or at any time in future may acquire any right, title or interest (collectively, the

"Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all Accounts;

(ii) all Equipment;

(iii) all General Intangibles;

(iv) all Intellectual Property;

(v) all Inventory;

(vi) all cash and cash accounts;

(vii) all Investment Property;

(viii) all books and records pertaining to the Collateral; and

(ix) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

(b) Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Such financing statements may describe the Collateral as "all assets" or "all property" or such other description as the Administrative Agent determines in its sole discretion. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request.

Each Grantor also ratifies its authorization for the Administrative Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Administrative Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

The Security Interests are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

3. Representations And Warranties.

Each Grantor hereby represents and warrants to the Administrative Agent and each Secured Party that:

3.1. Title; No Other Liens. Except for the Security Interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Security Agreement, the Liens permitted by the Credit Agreement and any Liens securing Indebtedness which is no longer outstanding or any Liens with respect to commitments to lend which have been terminated, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral that evidences a Lien securing any material Indebtedness is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to this Security Agreement or are permitted by the Credit Agreement.

3.2. Perfected First Priority Liens. (a) Subject to the limitations set forth in clause (b) of this Section 3.2, the Security Interests granted pursuant to this Security Agreement (i) will constitute valid perfected Security Interests in the Collateral in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the Obligations, upon (A) completion of all filings, registrations, recordings and other actions specified in Section 6 of the Perfection Certificate (as such information is updated pursuant to Section 9.1(d) of the Credit Agreement) to the extent that a Security Interest may be perfected by the filing of any UCC financing statement, (B) in the case of Equipment that is covered by a certificate of title, the filing with the registrar of motor vehicles or other appropriate authority in the applicable jurisdiction (as specified in the Perfection Certificate (as such information is updated pursuant to Section 9.1(d) of the Credit Agreement)) of an application requesting the notation of the Security Interest created hereunder on such certificate of title and (C) completion of the filing, registration and recording of a fully executed agreement in the form hereof (or a supplement hereto) and containing a description of all Collateral constituting Intellectual Property in the United Stated Patent and Trademark Office within the three-month period (commencing as of the date hereof) or, in the case of Collateral constituting Intellectual Property acquired after the date hereof, thereafter pursuant to 35 USC §261 and 15 USC §1060 and the regulations thereunder with respect to United States Patents and United States registered Trademarks and in the United States Copyright Office within the one-month period (commencing as of the date hereof) or, in the case of Collateral constituting Intellectual Property acquired after the date hereof, thereafter with respect to United States registered Copyrights pursuant to 17 USC §205 and the regulations thereunder and otherwise as may be required pursuant to the laws of any other necessary jurisdiction to the extent that a security interest may be perfected by such filings, registrations and recordings, and (ii) are prior to all other Liens on the Collateral other than Liens permitted pursuant to Section 10.2 of the Credit Agreement.

(b) Notwithstanding anything to the contrary herein, no Grantor shall be required to perfect the Security Interests granted by this Security Agreement (including Security Interests in cash, cash accounts and Investment Property) by any means other than by (i) filings pursuant to the Uniform Commercial Codes of the relevant State(s), (ii) filings with the registrars of motor vehicles or other appropriate authorities in the relevant jurisdictions, (iii) filings approved by United States government offices with respect to Intellectual Property or (iv) when applicable, possession by the Administrative Agent in the United States. No Grantor shall be required to

complete any filings or other action with respect to the perfection of Security Interests in any jurisdiction outside the United States.

(c) It is understood and agreed that the Security Interests in cash, cash accounts and Permitted Investments created hereunder shall not prevent the Grantors from using such assets in the ordinary course of their respective businesses.

4. Covenants.

Each Grantor hereby covenants and agrees with the Administrative Agent and the Secured Parties that, from and after the date of this Security Agreement until the Obligations under the Credit Documents are paid in full, the Commitments are terminated and no Letter of Credit remains outstanding:

4.1. Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the Security Interest created by this Security Agreement as a perfected Security Interest having at least the priority described in Section 3.2 and shall defend such Security Interest against the claims and demands of all Persons whomsoever, in each case subject to Section 3.2(b).

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request. In addition, within 30 days after the end of each calendar quarter, such Grantor will deliver to the Administrative Agent (i) copies of all such certificates of title issued during such calendar quarter with the notation thereon of the Administrative Agent's Security Interest created hereunder in the items of Equipment covered hereby and (ii) a written supplement hereto substantially in the form of Annex 2 hereto with respect to any additional Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses acquired by such Grantor after the date hereof, all in reasonable detail.

(c) Subject to clause (d) below and Section 3.2(b), each Grantor agrees that at any time and from time to time, at the expense of such Grantor, it will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable law, or which the Administrative Agent or the Required Lenders may reasonably request, in order (x) to grant, preserve, protect and perfect the validity and priority of the Security Interests created or intended to be created hereby or (y) to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral, including the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Security Interests created hereby, all at the expense of such Grantor.

(d) Notwithstanding anything in this Section 4.1 to the contrary, (i) with respect to any assets acquired by such Grantor after the date hereof that are required by the Credit Agreement to be subject to the Lien created hereby or (ii) with respect to any Person that, subsequent to the date hereof, becomes a Subsidiary of the US Borrower that is required by the Credit Agreement to become a party hereto, the relevant Grantor after the acquisition or creation thereof shall promptly take all actions required by the Credit Agreement or this Section 4.1.

4.2. Changes in Locations, Name, etc. Each Grantor will furnish to the Administrative Agent prompt written notice of any change (i) in its legal name, (ii) in its jurisdiction of incorporation or organization, (iii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it (including the establishment of any such new office), (iv) in its identity or type of organization or corporate structure or (v) in its Federal Taxpayer Identification Number or organizational identification number. Each Grantor agrees promptly to provide the Administrative Agent with certified organizational documents reflecting any of the changes described in the first sentence of this paragraph. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral having at least the priority described in Section 3.2. Each Grantor also agrees promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

4.3. Notices. Each Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of any Lien of which it has knowledge (other than the Security Interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect, in any material respect, the ability of the Administrative Agent to exercise any of its remedies hereunder.

4.4. Special Covenants with Respect to Equipment. (a) Each Grantor shall, promptly after the acquisition by such Grantor of any item of Equipment that is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a Security Interest on such certificate is required as a condition of perfection thereof, execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the Security Interest created hereunder on such certificate of title.

(b) Upon the occurrence and during the continuation of any Event of Default, all insurance payments in respect of such Equipment shall be paid to and applied by Administrative Agent as specified in Section 5.5 hereof.

(c) At the Administrative Agent's request at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent the certificates of title covering each item of Equipment the perfection of which is governed by the notation on the certificate of title of the Administrative Agent's Security Interest created hereunder.

5. Remedial Provisions.

5.1. Certain Matters Relating to Accounts. (a) At any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Accounts and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required in writing by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Secured Parties only as provided in Section 5.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Accounts shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including all original orders, invoices and shipping receipts.

(d) Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof, or allow any credit or discount whatsoever thereon if the Administrative Agent shall have instructed the Grantors not to grant or make any such extension, credit, discount, compromise, or settlement under any circumstances during the continuance of such Event of Default.

5.2. Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default, after giving reasonable notice to the relevant Grantor of its intent to do so, communicate with obligors under the Accounts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Accounts. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b) Upon the written request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Accounts that the Accounts have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Administrative Agent or any Secured

Party of any payment relating thereto, nor shall the Administrative Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3. Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Secured Parties specified in Section 5.1 with respect to payments of Accounts, if an Event of Default shall occur and be continuing and the Administrative Agent so requires by notice in writing to the relevant Grantor (it being understood that the exercise of remedies by the Secured Parties in connection with an Event of Default under Section 11.5 of the Credit Agreement shall be deemed to constitute a request by the Administrative Agent for the purposes of this sentence and in such circumstances, no such written notice shall be required), all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly endorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control and on terms and conditions reasonably satisfactory to the Administrative Agent. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.5.

5.4. Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of the Collateral as well as any Collateral consisting of cash, at any time after receipt as follows:

(i) first, to the payment of all reasonable and documented costs and expenses incurred by the Administrative Agent in connection with such collection or sale or otherwise in connection with this Security Agreement, the other Credit Documents or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Credit Document on behalf of any Grantor and any other reasonable and documented costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Credit Document;

(ii) second, to the Secured Parties, an amount equal to all Obligations owing to them on the date of any distribution, and, if such moneys shall be insufficient to pay such amounts in full, then ratably (without priority of any one over any other) to such Secured Parties in proportion to the unpaid amounts thereof; and

(iii) third, any surplus then remaining shall be paid to the Grantors or their successors or assigns or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

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Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

5.5. Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the NY UCC or any other applicable law and also may without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange broker's board or at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, at such price or prices and upon such other terms as are commercially reasonable irrespective of the impact of any such sales on the market price of the Collateral. The Administrative Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers of Collateral to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and, upon consummation of any such sale, the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and/or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Administrative Agent or any Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, and the Administrative Agent or such Secured Party may subject to (x) the satisfaction in full in cash of all payments due pursuant to Section 5.4(i), and (y) the ratable satisfaction of the Obligations in accordance with Section 5.4(ii), pay the purchase price by crediting the amount thereof against the Obligations. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, each Grantor hereby waives any claim against the Administrative Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Administrative Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.5 in accordance with the provisions of Section 5.4.

5.6. Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Secured Party to collect such deficiency.

5.7. Amendments, etc. with Respect to the Obligations; Waiver of Rights. Each Grantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Grantor and without notice to or further assent by any Grantor, (a) any demand for payment of any of the Obligations made by the Administrative Agent or any other Secured Party may be rescinded by such party and any of the Obligations continued, (b) the Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any other Secured Party, (c) the Credit Agreement, the other Credit Documents, the Letters of Credit and any other documents executed and delivered in connection therewith and the Hedge Agreements and any other documents executed and delivered in connection therewith and any documents entered into with the Administrative Agent or any of its Affiliates in connection with treasury, depositary or cash management services or in connection with any automated clearinghouse transfer of funds may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders, as the case may be, or, in the case of any Hedge Agreement or documents entered into with the Administrative Agent or any of its Affiliates in connection with treasury, depositary or cash management services or in connection with any automated clearinghouse transfer of funds, the party thereto) may deem advisable from time to time, and (d) any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any other Secured Party for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Obligations or for this Security Agreement or any property subject thereto. When making any demand hereunder against any Grantor, the Administrative Agent or any other Secured Party may, but shall be under no obligation to, make a similar demand on the US Borrower or any Grantor or grantor, and any failure by the Administrative Agent or any other Secured Party to make any such demand or to collect any payments from the US Borrower or any Grantor or grantor or any release of the US Borrower or any Grantor or grantor shall not relieve any Grantor in respect of which a demand or collection is not made or any Grantor not so released of its several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Administrative Agent or any other Secured Party against any Grantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

6. The Administrative Agent.

6.1. Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby appoints, which appointment is irrevocable and coupled with an interest, effective upon and during the occurrence of an Event of Default, the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, for the purpose of carrying out the terms of this Security

Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, either in the Administrative Agent's name or in the name of such Grantor or otherwise, without assent by such Grantor, to do any or all of the following, in each case after and during the occurrence of an Event of Default and after written notice by the Administrative Agent of its intent to do so:

(i) take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Account or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties' Security Interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral;

(iv) execute, in connection with any sale provided for in Section 5.5, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

(v) obtain and adjust insurance required to be maintained by such Grantor or paid to the Administrative Agent pursuant to Section 4.4;

(vi) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct;

(vii) ask or demand for, collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(viii) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral;

(ix) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral;

(x) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral (with such Grantor's consent to the extent such action or its

resolution could materially affect such Grantor or any of its Affiliates in any manner other than with respect to its continuing rights in such Collateral);

(xi) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate (with such Grantor's consent to the extent such action or its resolution could materially affect such Grantor or any of its Affiliates in any manner other than with respect to its continuing rights in such Collateral);

(xii) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and

(xiii) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Secured Parties' Security Interests therein and to effect the intent of this Security Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 6.l(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Security Agreement are coupled with an interest and are irrevocable until this Security Agreement is terminated and the Security Interests created hereby are released.

6.2. Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the NY UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that

which the Administrative Agent accords its own property. Neither the Administrative Agent, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Secured Parties hereunder are solely to protect the Administrative Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Secured Party to exercise any such powers. The Administrative Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6.3. Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Security Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Administrative Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

6.4. Security Interest Absolute. All rights of the Administrative Agent hereunder, the security interest and all obligations of the Grantors hereunder shall be absolute and unconditional.

6.5. Continuing Security Interest; Assignments Under the Credit Agreement; Release. (a) This Security Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Grantor and the successors and assigns thereof and shall inure to the benefit of the Administrative Agent and the other Secured Parties and their respective successors, indorsees, transferees and assigns until all Obligations under the Credit Documents and the obligations of each Grantor under this Security Agreement shall have been satisfied by payment in full, the Commitments shall be terminated and no Letters of Credit shall be outstanding, notwithstanding that from time to time during the term of the Credit Agreement and any Hedge Agreement the Credit Parties may be free from any Obligations. This Security Agreement and the security interest granted hereby shall terminate on the first date on which all the Obligations under the Credit Documents shall have been satisfied by payment in full, the Commitments shall be terminated and no Letters of Credit shall be outstanding.

(b) A Subsidiary Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Grantor ceases to be a Domestic Subsidiary of the US Borrower.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 14.1 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released and such Collateral sold free and clear of the Lien and Security Interests created hereby.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c), the Administrative Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 6.5 shall be without recourse to or warranty by the Administrative Agent.

6.6. Reinstatement. This Security Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the US Borrower or any other Credit Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the US Borrower or any other Credit Party or any substantial part of its property, or otherwise, all as though such payments had not been made.

7. Administrative Agent As Agent.

(a) Credit Suisse First Boston has been appointed to act as Administrative Agent hereunder by the Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Administrative Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Collateral), solely in accordance with this Security Agreement and the Credit Agreement, provided that the Administrative Agent shall exercise, or refrain from exercising, any remedies provided for in Section 5 in accordance with the instructions of (i) Required Lenders or (ii) after the termination of this Security Agreement. In furtherance of the foregoing provisions of this Section 7(a), each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Administrative Agent for the ratable benefit of the Lenders and Secured Parties in accordance with the terms of this Section 7(a).

(b) The Administrative Agent shall at all times be the same Person that is the Administrative Agent under the Credit Agreement. Written notice of resignation by the Administrative Agent pursuant to Section 12.9 of the Credit Agreement shall also constitute notice of resignation as Administrative Agent under this Security Agreement; removal of the Administrative Agent shall also constitute removal as Administrative Agent under this Security Agreement; and appointment of a successor Administrative Agent pursuant to Section 12.9 of the Credit Agreement shall also constitute appointment of a successor Administrative Agent under this Security Agreement. Upon the acceptance of any appointment as Administrative Agent under Section 12.9 of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent under this Security

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Agreement, and the retiring or removed Administrative Agent under this Security Agreement shall promptly (i) transfer to such successor Administrative Agent all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Administrative Agent under this Security Agreement, and (ii) execute and deliver to such successor Administrative Agent such amendments to financing statements and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the Security Interests created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Security Agreement. After any retiring or removed Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Security Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Security Agreement while it was Administrative Agent hereunder.

(c) The Administrative Agent shall not be deemed to have any duty whatsoever with respect to any Secured Party that is a counterparty to a Hedge Agreement the obligations under which constitute Obligations, until it shall have received written notice in form and substance satisfactory to the Administrative Agent from a Grantor or any such Secured Party as to the existence and terms of the applicable Hedge Agreement.

8. Miscellaneous.

8.1. Amendments in Writing. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the affected Grantor and the Administrative Agent in accordance with Section 14.1 of the Credit Agreement.

8.2. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 14.2 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Grantor shall be given to it in care of the US Borrower at the US Borrower's address set forth in Section 14.2 of the Credit Agreement.

8.3. No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 8.1 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Administrative Agent or such other Secured Party would otherwise have on any future occasion. The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4. Enforcement Expenses; Indemnification. (a) Each Grantor agrees to pay any and all expenses (including all reasonable fees and disbursements of counsel) that may be

paid or incurred by any Secured Party in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, such Grantor under this Security Agreement.

(b) Each Grantor agrees to pay, and to save the Administrative Agent and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement.

(c) Each Grantor agrees to pay, and to save the Administrative Agent and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Security Agreement to the extent either of the Borrowers would be required to do so pursuant to Section 12.7 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Credit Documents.

8.5. Successors and Assigns. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Grantor may assign, transfer or delegate any of its rights or obligations under this Security Agreement without the prior written consent of the Administrative Agent except pursuant to a transaction permitted by the Credit Agreement.

8.6. Counterparts. This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Security Agreement signed by all the parties shall be lodged with the Administrative Agent and the US Borrower.

8.7. Severability. Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8.8. Section Headings. The Section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.9. Integration. This Security Agreement represents the agreement of each of the Grantors with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by the Administrative Agent or any other Secured Party relative to

the subject matter hereof not expressly set forth or referred to herein or in the other Credit Documents.

8.10. GOVERNING LAW. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.11. Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Security Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right of the Administrative Agent or any other Secured Party to effect service of process in any other manner permitted by law or shall limit the right of the Administrative Agent or any Secured Party to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 8.11 any special, exemplary, punitive or consequential damages.

8.12. Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Security Agreement and the other Credit Documents to which it is a party;

(b) neither the Administrative Agent nor any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Security Agreement or any of the other Credit Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

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(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders and any other Secured Party or among the Grantors and the Lenders and any other Secured Party.

8.13. Additional Grantors. Each Subsidiary of the US Borrower that is required to become a party to this Security Agreement pursuant to Section 9.11 of the Credit Agreement shall become a Grantor, with the same force and effect as if originally named as a Grantor herein, for all purposes of this Agreement upon execution and delivery by such Subsidiary of a Supplement substantially in the form of Annex 1 hereto. The execution and delivery of any instrument adding an additional Grantor as a party to this Security Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

8.14. WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT, ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

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IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

ROCKWOOD SPECIALTIES INTERNATIONAL, INC.,

by _____
Name:
Title:

ROCKWOOD SPECIALTIES GROUP, INC.,

by _____
Name:
Title:

ALPHAGARY CORPORATION,

by _____
Name:
Title:

ADVANTIS TECHNOLOGIES, INC.,

by _____
Name:
Title:

CERAMTEC NORTH AMERICA INNOVATIVE CERAMIC ENGINEERING CORPORATION

by _____
Name:
Title:

(signatures continue on next page

CHEMETALL CHEMICAL PRODUCTS INC.,

by _____
Name:
Title:

CHEMETALL CORP.,

by _____
Name:
Title:

CHEMETALL FOOTE CORP.,

by _____
Name:
Title:

CHEMICAL SPECIALTIES, INC.,

by _____
Name:
Title:

COMPUGRAPHICS U.S.A. INC.,

by _____
Name:
Title:

(signatures continue on next page

CYANTEK CORPORATION,

by _____

Name:
Title:

ELECTROCHEMICALS INC.,

by _____

Name:
Title:

EXSIL, INC.,

by _____

Name:
Title:

FOOTE CHILE HOLDING COMPANY,

by _____

Name:
Title:

LUREX, INC.,

by _____

Name:
Title:

OAKITE PRODUCTS, INC.,

by _____

Name:
Title:

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ROCKWOOD AMERICA INC.,

by _____

Name:
Title:

ROCKWOOD SPECIALTIES INC.,

by _____

Name:
Title:

ROCKWOOD PIGMENTS NA, INC.,

by _____

Name:
Title:

RS FUNDING CORPORATION,

by _____

Name:
Title:

RW HOLDING CORP.,

by _____

Name:
Title:

(signatures continue on next page

SACHTLEBEN CORPORATION,

by _____

Name:
Title:

SOUTHERN CLAY PRODUCTS, INC.,

by _____

Name:
Title:

SOUTHERN COLOR N.A., INC.,

by _____

Name:
Title:

(signatures continue on next page

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

by

Name: S. William Fox
Title: Director

by

Name: David Dodd
Title: Associate

SUBSIDIARY GRANTORS

- **Subsidiary Grantors**

AlphaGary Corporation
Advantis Technologies, Inc.
CeramTec North America Innovative Ceramic Engineering Corporation
Chemical Specialties, Inc.
Chemetall Corp.
Chemetall Chemical Products Inc.
Chemetall Foote Corp.
Compugraphics U.S.A. Inc.
Cyantek Corporation
Electrochemicals Inc.
Exsil, Inc.
Foote Chile Holding Company
Lurex, Inc.
Oakite Products, Inc.
Rockwood America Inc.
Rockwood Specialties Inc.
Rockwood Pigments NA, Inc.
RS Funding Corporation
RW Holding Corp.
Sachtleben Corporation
Southern Clay Products, Inc.
Southern Color N.A., Inc.

- **Notice Address for All Grantors**

100 Overlook Center
Princeton, NJ 08540

SCHEDULE 5 TO THE
SECURITY AGREEMENT

TRADEMARKS/TRADE NAMES - LICENSES

Company	Licensor Name and Address	Date of License/Sublicense	Mark	Country	Reg. No.
Advantis Technologies, Inc.	Arch Chemicals, Inc. 501 Merritt 7 P.O. Box 4500 Norwalk, CT 06856	November 11, 2002	HTH	United States	1,473,761

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TRADEMARKS

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.		2,638,834	United States
Advantis Technologies, Inc.		1,311,750	United States
Advantis Technologies, Inc.	Ab And Design	1,011,352	United States
Advantis Technologies, Inc.	The Great Life Begins Here!	2,742,888	United States
Advantis Technologies, Inc.	Nutri-Sorb	2,743,293	United States
Advantis Technologies, Inc.	Clear Blue	2,766,569	United States
Advantis Technologies, Inc.	Blue Bayou	2,846,137	United States
Advantis Technologies, Inc.	Blue Dolphin	2,843,723	United States
Advantis Technologies, Inc.	Renew	2,750,582	United States
Advantis Technologies, Inc.	Algaetrine	1,083,831	United States
Advantis Technologies, Inc.	Algi-Cure	2,012,506	United States
Advantis Technologies, Inc.	Algimycin	1,256,608	United States
Advantis Technologies, Inc.	Algimycin And Design	684,602	United States
Advantis Technologies, Inc.	Applied Biochemists	1,923,170	United States
Advantis Technologies, Inc.	Aqua-prep	2,795,368	United States
Advantis Technologies, Inc.	Aquashade	961,218	United States
Advantis Technologies, Inc.	Aquashadow	2,073,862	United States
Advantis Technologies, Inc.	Black Algaetrine	1,029,115	United States
Advantis Technologies, Inc.	Blue Springs	2,034,412	United States
Advantis Technologies, Inc.	Bug-Out	1,760,526	United States

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.	Clearigate	2,012,167	United States
Advantis Technologies, Inc.	Cutrine	576,127	United States
Advantis Technologies, Inc.	Cutrine Plus	1,822,298	United States
Advantis Technologies, Inc.	Cutrine Ultra	2,291,413	United States
Advantis Technologies, Inc.	Dirty Duck	2,027,781	United States
Advantis Technologies, Inc.	Dissolve	1,865,128	United States
Advantis Technologies, Inc.	Down & Out	1,869,149	United States
Advantis Technologies, Inc.	Down & Out	1,820,360	United States
Advantis Technologies, Inc.	Down & Out And Design	2,176,175	United States
Advantis Technologies, Inc.	Draintrine	1,066,054	United States
Advantis Technologies, Inc.	Drop N' Vac	2,001,447	United States
Advantis Technologies, Inc.	E Z Filter Cleaner	1,288,545	United States
Advantis Technologies, Inc.	Enhance	1,256,487	United States
Advantis Technologies, Inc.	Esscents	1,779,975	United States
Advantis Technologies, Inc.	Filter Fresh	1,351,231	United States
Advantis Technologies, Inc.	Glb	1,455,944	United States
Advantis Technologies, Inc.	Glb And Design	1,632,823	United States
Advantis Technologies, Inc.	Glb Spa Activate And Design	1,123,525	United States
Advantis Technologies, Inc.	Gold-N-Clear	1,740,462	United States
Advantis Technologies, Inc.	Hcl Advantage	1,858,090	United States
Advantis Technologies, Inc.	Hypo-Clean	1,256,488	United States
Advantis Technologies, Inc.	Leisure Life	2,095,658	United States
Advantis Technologies, Inc.	Maxi-Clear	2,044,746	United States
Advantis Technologies, Inc.	Metal Master	1,973,403	United States
Advantis Technologies, Inc.	Natural Clear	1,862,997	United States
Advantis Technologies, Inc.	Navigate	1,822,264	United States

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.	Oxy-Brite	1,045,687	United States
Advantis Technologies, Inc.	Perfect Ph	1,275,575	United States
Advantis Technologies, Inc.	Perfect Ph	1,457,054	United States
Advantis Technologies, Inc.	Ph Magic	1,977,259	United States
Advantis Technologies, Inc.	Pink Cure	2,072,558	United States
Advantis Technologies, Inc.	Pooltrine	1,471,163	United States
Advantis Technologies, Inc.	Portatrine	1,469,577	United States
Advantis Technologies, Inc.	Power Wash Iii	2,167,915	United States
Advantis Technologies, Inc.	Prevent Plus	1,949,373	United States
Advantis Technologies, Inc.	Qwik Dip	2,061,307	United States
Advantis Technologies, Inc.	Removit	2719516	United States
Advantis Technologies, Inc.	Rendezvous	1,899,519	United States
Advantis Technologies, Inc.	Reserve & Renew	2730203	United States
Advantis Technologies, Inc.	Resist	1,742,058	United States
Advantis Technologies, Inc.	Rv-Trine	1,063,631	United States
Advantis Technologies, Inc.	Scum Digester	1,805,612	United States
Advantis Technologies, Inc.	Scum Gon	1,829,765	United States
Advantis Technologies, Inc.	Septictrine	1,016,219	United States
Advantis Technologies, Inc.	Sequa-Sol	1,264,599	United States
Advantis Technologies, Inc.	Shocktrine	1,469,576	United States
Advantis Technologies, Inc.	Silky Scents	1,823,522	United States
Advantis Technologies, Inc.	Spa Luster	2,070,532	United States
Advantis Technologies, Inc.	Stain Tamer	1,977,270	United States
Advantis Technologies, Inc.	Staintrine	1,470,347	United States
Advantis Technologies, Inc.	Stocktrine	1,011,348	United States
Advantis Technologies, Inc.	Strike-Out	1,415,555	United States
Advantis Technologies, Inc.	Suds-X	1,734,241	United States

Registered Owner	Mark	Reg. No.	Country
Advantis Technologies, Inc.	Super Algi-Gon	1,763,996	United States
Advantis Technologies, Inc.	Super Blue C-C	1,260,707	United States
Advantis Technologies, Inc.	Super Blue Crystal Clear	1,277,600	United States
Advantis Technologies, Inc.	Swimtrine	943,881	United States
Advantis Technologies, Inc.	Tile Buster	1,856,146	United States
Advantis Technologies, Inc.	Tlc	1,261,405	United States
Advantis Technologies, Inc.	Tub Scrub	1,356,110	United States
Advantis Technologies, Inc.	Vac-Max	2,165,629	United States
Advantis Technologies, Inc.	Vanquish	2,059,946	United States
Advantis Technologies, Inc.	Velvet Touch	1,833,593	United States
Advantis Technologies, Inc.	Velvet Touch	1,835,105	United States
Advantis Technologies, Inc.	Weedtrine	1,028,388	United States
Advantis Technologies, Inc.	Yello Free	1,824,796	United States
Advantis Technologies, Inc.	Yellowtrine	1,886,495	United States
AlphaGary Corporation	AlphaGary Name	2,708,708	United States
AlphaGary Corporation	AlphaGary Name	TMA562887	Canadian
AlphaGary Corporation	Alphaseal	000120238	European Union
AlphaGary Corporation	Alphaseal	1700065	United States
AlphaGary Corporation	Cushionflex	2403161	United States
AlphaGary Corporation	Dural	948762	United States
AlphaGary Corporation	Garaflex	000120204	European Union
AlphaGary Corporation	Garaflex	2104615	United States
AlphaGary Corporation	Garathane	2363667	United States
AlphaGary Corporation	Sentra	2,582,493	United States
AlphaGary Corporation	Sentra	000937987	European Union
AlphaGary Corporation	Smokeguard	469058	Benelux
AlphaGary Corporation	Smokeguard	1569357	France

Registered Owner	Mark	Reg. No.	Country
AlphaGary Corporation	Smokeguard	1169623	Germany
AlphaGary Corporation	Smokeguard	2437852	Japan
AlphaGary Corporation	Smokeguard	39724A	MA State
AlphaGary Corporation	Smokeguard	1396599	United Kingdom
AlphaGary Corporation	Smokeguard	1396661	United Kingdom
AlphaGary Corporation	Smokeguard	2092536	United States
AlphaGary Corporation	Smokguard	000120246	European Union
AlphaGary Corporation	Vynite	1419620	United States
AlphaGary Corporation	Vythene	1414628	United States
AlphaGary Corporation		2,233,326	United States
AW Compounders*	Ultralex	TMA467177	Canada
AW Compounders*	Ultralex	2194534	Canada
Chemical Specialties, Inc.	Compsol	2,465,565	United States
Chemical Specialties, Inc.	Comptec	2,767,543	United States
Chemical Specialties, Inc.	Copper-Count	901,671	United States
Chemical Specialties, Inc.	D-Blaze	1,288,542	United States
Chemical Specialties, Inc.	Fibertect	1,889,289	United States
Chemical Specialties, Inc.	Greenwood Concentrate	1,281,991	United States
Chemical Specialties, Inc.	Impel	1,650,513	United States
Chemical Specialties, Inc.	Mold-Ex	1,283,941	United States
Chemical Specialties, Inc.	Oxcel	1,288,541	United States
Chemical Specialties, Inc.	Oxysix	2,712,453	United States
Chemical Specialties, Inc.	Preact	1,299,172	United States
Chemical Specialties, Inc.	Preserve	1,896,252	United States

* The exact legal name of this entity is now AlphaGary (Canada) Limited.

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Registered Owner	Mark	Reg. No.	Country
Chemical Specialties, Inc.	Preserve And Design	2,341,368	United States
Chemical Specialties, Inc.	Preserve Plus And Design	2,336,239	United States
Chemical Specialties, Inc.	Tropical Decking	1,859,720	United States
Chemical Specialties, Inc.	Ultrafume	2,409,076	United States
Chemical Specialties, Inc.	Ultrarod	2,453,070	United States
Chemical Specialties, Inc.	Ultrawood	1,605,569	United States
Chemical Specialties, Inc.	Preserve And Design	Tma 546,068	Canada
Chemical Specialties, Inc.	Preserve Plus And Design	Tma 546,069	Canada
Chemical Specialties, Inc.	Wood For Today's Environment	Tma 545,206	Canada
Laporte Industries**	Grona Granen	301881	Sweden
Laporte Industries**	Mitrol	39669	Austria
Laporte Industries**	Mitrol	362663	Benelux
Laporte Industries**	Mitrol	265700	Canada
Laporte Industries**	Mitrol	643987	East Germany
Laporte Industries**	Mitrol	80.665	Finland
Laporte Industries**	Mitrol	1561781	France
Laporte Industries**	Mitrol	210307	Portugal
Laporte Industries**	Mitrol	210308	Portugal
Laporte Industries**	Mitrol	962724	Spain
Laporte Industries**	Mitrol	158276	Sweden
Laporte Industries**	Mitrol	292687	Switzerland
Laporte Industries**	Permatreat	B1333110	United Kingdom
Laporte Industries**	Permawood	17,794	Brunei

** The ownership of these trademarks is currently being transferred to Chemical Specialties, Inc.

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Registered Owner	Mark	Reg. No.	Country
Laporte Industries**	Permawood	89/04630	Malaysia
Laporte Industries**	Permawood	5052/89	Singapore
Laporte Industries**	Permawood	1242791	United Kingdom
Laporte Kemwood AB**	Grona Granen And Device	173124	Norway
Laporte Kemwood AB**	Mitrol	784462	United Kingdom
Laporte Kemwood Oy**	Vihrea Puu And Triangle Device	140655	Finland
Electrochemicals Inc.	Circuit Chemistry	1400927	United States
Electrochemicals Inc.	Circuit Chemistry And Design	1270452	United States
Electrochemicals Inc.	Co-Bra Bond	2546314	United States
Electrochemicals Inc.	Co-Bra Etch	1154332	United States
Electrochemicals Inc.	Co-Bra-Sol	999465	United States
Electrochemicals Inc.	Electro-Brite	810910	United States
Electrochemicals Inc.	Non-Prox	1312908	United States
Electrochemicals Inc.	Perma-Etch	1111136	United States
Electrochemicals Inc.	Shadow	1910943	United States
Electrochemicals Inc.	Zass	1361275	United States
Electrochemicals Inc.	Co-Bra Etch	264856	Canada
Electrochemicals Inc.	Co-Bra Etch	112505	Finland
Electrochemicals Inc.	Co-Bra Etch	222162	Sweden
Electrochemicals Inc.	Co-Bra Etch	832045	Italy
Electrochemicals Inc.	Co-Bra Etch	1102870	Great Britain
Electrochemicals Inc.	Co-Bra Etch	300226	Switzerland
Electrochemicals Inc.	Co-Bra Sol	1101398	Great Britain
Electrochemicals Inc.	Co-Bra Sol	111106	Finland
Electrochemicals Inc.	Co-Bra Sol	832043	Italy

Registered Owner	Mark	Reg. No.	Country
Electrochemicals Inc.	Co-Bra Sol	263161	Canada
Electrochemicals Inc.	Co-Bra-Etch	230883	South Korea
Electrochemicals Inc.	Co-Bra-Etch	91003803	Malaysia
Electrochemicals Inc.	Co-Bra-Sol	226252	Sweden
Electrochemicals Inc.	Co-Bra-Sol	230885	South Korea
Electrochemicals Inc.	Co-Bra-Sol	9103808	Malaysia
Electrochemicals Inc.	Cyclo-Etch	04385-1992	Denmark
Electrochemicals Inc.	Cyclo-Etch	222163	Sweden
Electrochemicals Inc.	Cyclo-Etch	B1126942	Great Britain
Electrochemicals Inc.	Cyclo-Spray	395452	Italy
Electrochemicals Inc.	Electro-Brite	463270	Benelux
Electrochemicals Inc.	Electrochemicals	726534	Italy
Electrochemicals Inc.	Electrochemicals And Lightning Bolt	236988	Sweden
Electrochemicals Inc.	Electrochemicals And Lightning Bolt With	123005	Finland
Electrochemicals Inc.	Perma-Etch	268357	Canada
Electrochemicals Inc.	Perma-Etch	116117	Finland
Electrochemicals Inc.	Perma-Etch	1375822	Great Britain
Electrochemicals Inc.	Perma-Etch	222586	Sweden
Electrochemicals Inc.	Perma-Etch	832044	Italy
Electrochemicals Inc.	Perma-Etch	299303	Switzerland
Electrochemicals Inc.	Shadow	1625844	Argentina
Electrochemicals Inc.	Shadow	1610604	Argentina
Electrochemicals Inc.	Shadow	818829893	Brazil
Electrochemicals Inc.	Shadow	818829885	Brazil
Electrochemicals Inc.	Shadow	1008203	China P.R.
Electrochemicals Inc.	Shadow	1002518	China P.R.

Registered Owner	Mark	Reg. No.	Country
Electrochemicals Inc.	Shadow	207386	Czech Republic
Electrochemicals Inc.	Shadow	39534975	Germany
Electrochemicals Inc.	Shadow	2027588	Great Britain
Electrochemicals Inc.	Shadow	11805	Hong Kong
Electrochemicals Inc.	Shadow	11806	Hong Kong
Electrochemicals Inc.	Shadow	730372	Italy
Electrochemicals Inc.	Shadow	4165020	Japan
Electrochemicals Inc.	Shadow	369307	South Korea
Electrochemicals Inc.	Shadow	95/11919	Malaysia
Electrochemicals Inc.	Shadow	95/11920	Malaysia
Electrochemicals Inc.	Shadow	106681	Poland
Electrochemicals Inc.	Shadow	160101	Russian Fed
Electrochemicals Inc.	Shadow	6875/95	Singapore
Electrochemicals Inc.	Shadow	6876/95	Singapore
Electrochemicals Inc.	Shadow	181878	Slovak Republic
Electrochemicals Inc.	Shadow	TM51605	Thailand
Electrochemicals Inc.	Shadow	TM 51604	Thailand
Electrochemicals Inc.	Shadow	975027	Taiwan
Electrochemicals Inc.	Shadow	964659	Taiwan
Electrochemicals Inc.	Shadow	14712	Ukraine
Evode Limited***	Evoprene	880888	United Kingdom
Evode Limited***	Evoprene	496249	Benelux
Evode Limited***	Evoprene	394619	Canada
Evode Limited***	Evoprene	1656772	France
Evode Limited***	Evoprene	545247	Italy

*** The exact legal name of this entity is now AlphaGary Limited.

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Registered Owner	Mark	Reg. No.	Country
Evode Limited***	Evoprene	1628275	Spain
Evode Limited***	Evoprene	235467	Sweden
Evode Limited***	Evo-Prene	718658	United Kingdom
Gary Corporation****	Smokeguard	376849	Canada
Gary Corporation ****	Smokeguard	571781	Italy
Gary Corporation****	Smokeguard	227582	Sweden
Laporte-AlphaGary	Garaprene	2904955	Germany
Laporte-AlphaGary	Garaprene	550728	Benelux
Laporte-AlphaGary	Garaprene	1570674	United Kingdom
Laporte-AlphaGary	Garaprene	1570675	United Kingdom
Laporte-AlphaGary	Garaprene	000441733	European Union
Laporte-AlphaGary	Thermaflo	----	United Kingdom
Lurex, Inc.	Chromeflex Glow	773,741	United States
Rockwood Pigments NA, Inc.	Chameleon	2,855,474	United States
Rockwood Pigments NA, Inc.	Hydrotint	828,975	United States
Rockwood Pigments NA, Inc.	Lurex	773,406	United States
Rockwood Pigments NA, Inc.	Lurex	773,744	United States
Rockwood Pigments NA, Inc.	M And Design	1,856,118	United States
Rockwood Pigments NA, Inc.	Mix-Ready	1,801,346	United States
Rockwood Pigments NA, Inc.	Omnisperse	826,324	United States
Rockwood Pigments NA, Inc.	Mapico	109,678	United States
Rockwood Specialties Inc.	ROCKWOOD (Classes 37 And 40)	2,735,595	United States
Rockwood Specialties Inc.	ROCKWOOD And Design (Class 9)	2,846,340	United States

**** The exact legal name of this entity is now AlphaGary Corporation

Registered Owner	Mark	Reg. No.	Country
Rockwood Specialties Inc.	ROCKWOOD And Design (Classes 37 And 40)	2,841,444	United States
Rockwood Specialties Inc.	Rockwood Specialties (Class 9)	2,770,231	United States
Rockwood Specialties Inc.	Advantis TECHNOLOGIES	2,803,521	United States
Rockwood Specialties Inc.	Advantis Technologies	2,754,340	United States
Southern Clay Products, Inc.	Astra Ben	1,061,925	United States
Southern Clay Products, Inc.	Bentolite	1,384,290	United States
Southern Clay Products, Inc.	Claytone	1,050,431	United States
Southern Clay Products, Inc.	Claytone 34 And Design	1,291,569	United States
Southern Clay Products, Inc.	Claytone 40 And Design	1,291,570	United States
Southern Clay Products, Inc.	Claytone Af	1,363,959	United States
Southern Clay Products, Inc.	Claytone Gr And Design	1,291,598	United States
Southern Clay Products, Inc.	Claytone Ht And Design	1,291,597	United States
Southern Clay Products, Inc.	Claytone Img And Design	1,291,572	United States
Southern Clay Products, Inc.	Claytonr Ps And Design	1,291,571	United States
Southern Clay Products, Inc.	Cloisite	2,107,940	United States
Southern Clay Products, Inc.	Garamite	2,281,998	United States
Southern Clay Products, Inc.	Gelwhite	1,396,271	United States
Southern Clay Products, Inc.	Klensorb	1,318,847	United States
Southern Clay Products, Inc.	Mineral Colloid	1,807,535	United States
Southern Clay Products, Inc.	Permont	2,211,765	United States
Southern Clay Products, Inc.	Scp And Design	1,728,769	United States
Southern Clay Products, Inc.	Bentolite	2,014,614	Germany

Registered Owner	Mark	Reg. No.	Country
Southern Clay Products, Inc.	Claytone	333,607	Mexico
Southern Clay Products, Inc.	Claytone	2,046,771	Germany
Southern Clay Products, Inc.	Garamite	TMA-567,932	Canadian
Southern Clay Products, Inc.	Gelwhite	2,031,689	Germany
Oakite Products, Inc.	Circhlor	76/518,451	United States
Oakite Products, Inc.	Cellutech	2,176,733	United States
Oakite Products, Inc.	Eurostrip	2,186,043	United States
Oakite Products, Inc.	Morclean	2,005,071	United States
Oakite Products, Inc.	Plasti-Prep	1,618,339	United States
Oakite Products, Inc.	Fleetline	1,498,236	United States
Oakite Products, Inc.	Okemcoat	1,491,797	United States
Oakite Products, Inc.	Solventol	402,462	United States
Oakite Products, Inc.	Surfcon	970,382	United States
Oakite Products, Inc.	Enprox	920,494	United States
Oakite Products, Inc.	Oakley	886,083	United States
Oakite Products, Inc.	Oakite	856,730	United States
Oakite Products, Inc.	Solution Minder	860,511	United States
Oakite Products, Inc.	Versadet	839,725	United States
Oakite Products, Inc.	Fisan	810,255	United States
Oakite Products, Inc.	Di-Prep	811,938	United States
Oakite Products, Inc.	Foam-Det	761,736	United States
Oakite Products, Inc.	Foamizer	750,499	United States
Oakite Products, Inc.	Steri-Det	745,969	United States
Oakite Products, Inc.	Speedet	738,796	United States
Oakite Products, Inc.	Power-Det	728,085	United States
Oakite Products, Inc.	Oakite Drycid	671,003	United States
Oakite Products, Inc.	Liqui-Det	654,909	United States

Registered Owner	Mark	Reg. No.	Country
Oakite Products, Inc.	Chromicoat	642,774	United States
Oakite Products, Inc.	Rinsite	640,541	United States
Oakite Products, Inc.	Hurriclean	627,340	United States
Oakite Products, Inc.	Chlor-Tergent	621,011	United States
Oakite Products, Inc.	Penetrant	617,298	United States
Oakite Products, Inc.	Rustripper	611,891	United States
Oakite Products, Inc.	Oakite	423,465	United States
Oakite Products, Inc.	Oakite	418,060	United States
Oakite Products, Inc.	Oakite	417,925	United States
Oakite Products, Inc.	Cryscoat	412,149	United States
Oakite Products, Inc.	Cryscoat	412,276	United States
Oakite Products, Inc.	Oakite	330,255	United States
Oakite Products, Inc.	Oakite	249,419	United States
Oakite Products, Inc.	Oakite	192,611	United States
CeramTec North America Innovative Ceramic Engineering Corporation	Alsibase (ASM-06/DE)	1,086,141	Germany
CeramTec North America Innovative Ceramic Engineering Corporation	Alsimag (ASM-21/DE)	2,910,562	Germany
CeramTec North America Innovative Ceramic Engineering Corporation	Alsimag (ASM-21/TW)	656,344	Taiwan
CeramTec North America Innovative Ceramic Engineering Corporation	Alsimag (ASM-04)	538,459	United States
CeramTec North America Innovative Ceramic Engineering Corporation	Alsimag (ASM-21/UK)	1,553,883	United Kingdom
CeramTec North America Innovative Ceramic Engineering Corporation	Alsipak	1,086,142	Germany
CeramTec North America Innovative Ceramic Engineering Corporation	Ceramcel (ASM-35)	2,098,574	United States
CeramTec North America Innovative Ceramic Engineering Corporation	E-Sorb (ASM-38)	2,086,287	United States

Registered Owner	Mark	Reg. No.	Country
CeramTec North America Innovative Ceramic Engineering Corporation	Alsimag	1,254,532	United States
CeramTec North America Innovative Ceramic Engineering Corporation	Ceramaseal	2,679,868	United States

TRADEMARKS/TRADENAMES - APPLICATIONS

Owner	Mark	Application No.	Country
Advantis Technologies, Inc.	Ultima	75/552,733	United States
Advantis Technologies, Inc.	Glb And Design	76/517601	United States
Advantis Technologies, Inc.	Leisure Time Citribright	76/518984	United States
Advantis Technologies, Inc.	Leisure Time Simple Spa Care Solutions	78/143127	United States
Advantis Technologies, Inc.	Citrabright	78/145376	United States
Advantis Technologies, Inc.	Leisure Time Simple Spa Care	78/240523	United States
Advantis Technologies, Inc.	Party Blue	78/253814	United States
Advantis Technologies, Inc.	Swimmer's Choice	78/260034	United States
Advantis Technologies, Inc.	BLUE DOLPHIN	76/472,789	United States
Advantis Technologies, Inc.	Leisure Time	76/587,256	United States
Advantis Technologies, Inc.	LEISURE TIME	76/589,537	United States
Advantis Technologies, Inc.	Quantum Biochemical	78/294,204	United States
Advantis Technologies, Inc.	Simple Spa Care	76/587,255	United States
Rockwood Pigments NA, Inc.	Ferroxide	76/262,126	United States
Rockwood Specialties Inc.	Rockwood (Class 1)	78/052,787	United States
Rockwood Specialties Inc.	Rockwood (Class 9)	78/052,792	United States

Owner	Mark	Application No.	Country
Rockwood Specialties Inc.	ROCKWOOD And Design (Classes 1, 2, 17)	78/052,835	United States
Rockwood Specialties Inc.	Rockwood Specialties (Class 1)	78/036,679	United States

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