TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEO Specialty Chemicals, Inc.		03/31/2005	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	900 Ashwood Parkway
Internal Address:	Suite 610
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1352402	INGAL
Registration Number:	632051	DI-CUP
Registration Number:	1233170	ECHO
Registration Number:	873680	VUL-CUP
Serial Number:	74474513	ULTRAPAC
Serial Number:	74373154	ULTRAFLOC
Serial Number:	78084473	LIQUA-CUP
Serial Number:	78131680	DICAP
Serial Number:	78188540	LINK-CUP
Serial Number:	73518109	DILOFLO
Serial Number:	74535768	DILOFLO
Serial Number:	72162760	FLOWCO
Serial Number:	73286460	NOPCOTE

OP $665.00 1352402

Serial Number:	73231514	HYONIC
Serial Number:	72002473	LOMAR
Serial Number:	74308824	LOMAR
Serial Number:	75653260	GEO
Serial Number:	74722780	TRIMET
Serial Number:	72346523	FOSTEX
Serial Number:	72027811	HYONIC
Serial Number:	73071419	QUATRENE
Serial Number:	73419595	RHEOTHIK
Serial Number:	71464663	NOPALCOL
Serial Number:	72101506	NOPCOTE
Serial Number:	71646698	TRIMET
Serial Number:	72162121	DMPA

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-420-5574

Email: ovs@phrd.com

Correspondent Name: Oksana V. Sepich

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Harrison J. Roberts
Signature:	/Harrison J. Roberts/
Date:	04/04/2005

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 31st day of March, 2005, by and between **GEO SPECIALTY CHEMICALS, INC.**, an Ohio corporation having its principal place of business at 3201 Enterprise Parkway, Suite 490, Cleveland, Ohio 44122 (the "Company"), and **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation having an office at 900 Ashwood Parkway, Suite 610, Atlanta, Georgia 30338 ("Lender").

W I T N E S S E T H:

WHEREAS, the Company desires to obtain loans and other financial accommodations from Lender pursuant to a certain Financing Agreement dated the date hereof by and between the Company and Lender (as at any time amended, the "Loan Agreement"); and

WHEREAS, Lender is willing to make loans and other financial accommodations to the Company from time to time pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement;

WHEREAS, the Company has contemporaneously herewith granted to Lender a lien upon and security interest in the Company's now existing or hereafter acquired inventory, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars ($10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to such terms in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), being herein collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents, warrants and covenants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against the Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable;

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens (other than Permitted Liens), charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons; and

(g) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

4. The Company hereby authorizes Lender and its employees and agents the right upon prior notice to the Company (except after the occurrence and during the continuation of an Event of Default, when no such prior notice shall be required) to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Lender to ensure the Company's compliance with paragraph 3(i) of this Agreement.

5. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company agrees that it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

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6. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

7. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 6 hereof.

8. Upon and at any time after the occurrence of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

9. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to the Company without representation, warranty or recourse and at the Company's expense, all releases and other instruments necessary to terminate Lender's security interest in the Trademark

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Collateral, subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement or any of the other Loan Documents.

11. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate prescribed in the Loan Agreement.

12. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the prior written consent of Lender.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 13. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

14. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Company's name or in Lender's name, in Lender's sole discretion, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred

TRADEMARK
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by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. The Company hereby waives notice of Lender's acceptance of this Agreement.

21. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been made in Atlanta, Georgia. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARK COLLATERAL.

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TRADEMARK
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WITNESS the execution hereof on the day and year first written above.

ATTEST:

Secretary

GEO SPECIALTY CHEMICALS, INC.
("Company")

By: _____

Title: PRESIDENT & CEO

Accepted in Atlanta, Georgia:

THE CIT GROUP/BUSINESS CREDIT, INC. ("Lender")

By: _____

Title: _____

[Signature page of Trademark Security Agreement.]

TRADEMARK
REEL: 003058 FRAME: 0733

WITNESS the execution hereof on the day and year first written above.

ATTEST:

_____
Secretary

GEO SPECIALTY CHEMICALS, INC.
("Company")

By: _____

Title: _____

Accepted in Atlanta, Georgia:

THE CIT GROUP/BUSINESS CREDIT, INC. ("Lender")

By: Neal Mufford

Title: Sr. Vice Pres.

[Signature page of Trademark Security Agreement.]

TRADEMARK
REEL: 003058 FRAME: 0734

STATE OF New York §
§
COUNTY OF New York §

BEFORE ME, the undersigned authority, on this day personally appeared George P. Ahearn, President CEO of GEO Specialty Chemicals, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24th day of March, 2005.

Gail Glidewell
Notary Public
My Commission Expires:

[NOTARIAL SEAL] GAIL GLIDEWELL
Notary Public, State of New York
No. 02GL6091331
Qualified in New York County
Commission Expires April 28, 2007

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of The CIT Group/Business Credit, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of March, 2005.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

TRADEMARK
REEL: 003058 FRAME: 0735

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of GEO Specialty Chemicals, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of March, 2005.

_____
Notary Public
My Commission Expires:

_____
[NOTARIAL SEAL]

STATE OF Georgia §
§
COUNTY OF Cobb §

BEFORE ME, the undersigned authority, on this day personally appeared Neal Mulford, SVP of The CIT Group/Business Credit, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2005.

Carol R. Martin
Notary Public
My Commission Expires: 3-26-06

_____
[NOTARIAL SEAL]

CAROL R. MARTIN
NOTARY
PUBLIC
COBB COUNTY, GA

MY COMMISSION EXPIRES MARCH 26, 2006

TRADEMARK
REEL: 003058 FRAME: 0736

SCHEDULE A

U.S. TRADEMARKS

Serial No.	Filed	Reg. No.	Registered	Mark
74/474513	12/29/1993	1994335	8/20/1996	ULTRAPAC
74/373154	3/29/1993	1808704	12/7/1993	ULTRAFLOC
457972	12/21/1983	1352402	8/6/1985	INGAL
689037	6/7/1955	632051	8/7/1956	DI-CUP
305864	4/14/1981	1233170	4/5/1983	ECHO
305542	8/20/1968	873680	7/29/1969	VUL-CUP
78/084473	9/19/2001	2730715	6/24/2003	LIQUA-CUP
78/131680	5/29/2002	2184139	2/10/2004	DICAP
78/188540	11/25/2002	2887640	9/21/2004	LINK-CUP
73/518109	1/18/1985	1351178	7/30/1985	DILOFLO
74/535768	6/10/1994	1910950	8/15/1995	DILOFLO
72/162760	2/14/1963	779272	11/3/1964	FLOWCO
73/286460	11/19/1980	1184405	1/5/1982	NOPCOTE
73/231514	9/17/1979	1184318	1/5/1982	HYONIC
72/002473	1/17/1956	637912	12/4/1956	LOMAR
74/308824	8/25/1992	1769584	5/11/1993	LOMAR
75/653260	3/4/1999	2401438	11/7/2000	GEO
74/722780	8/30/1995	1985801	7/9/1996	TRIMET
72/346523	12/17/1969	904972	12/29/1970	FOSTEX
72/027811	4/9/1957	661756	5/13/1958	HYONIC
73/071419	12/10/1975	1068776	7/5/1977	QUATRENE
73/419595	4/1/1983	1348811	7/16/1985	RHEOTHIK
71/464663	11/3/1943	406600	4/11/1944	NOPALCOL

SCHEDULE A
continued

U.S. TRADEMARKS

Serial No.	Filed	Reg. No.	Registered	Mark
72/101506	7/26/1960	713746	4/11/1961	NOPCOTE
71/646698	5/8/1953	611268	8/30/1955	TRIMET
72/162121	2/5/1963	758654	10/22/1963	DMPA

SCHEDULE A

FOREIGN TRADEMARKS

Serial No.	Filed	Reg. No.	Registered	Mark	Country
402000-0052221	11/9/2000	522215	6/5/2002	DMPA	KR
2001111901	6/24/2001			TRIMET	CN
001988963	11/13/2000	001988963	4/28/2003	DMPA	EM
21484	10/25/1973	006242685	2/25/1976	DI-CUP	BR
234385	2/13/1956	105807	2/15/1957	DI-CUP	CA
970007932	1/24/1997	1148012	2/7/1998	DI-CUP	CN
H12654/6	12/27/1956	708695	12/27/1956	DI-CUP	DE
757248	6/19/1974	757248	2/17/1977	DI-CUP	ES
	1/4/1957	1695506	12/31/1971	DI-CUP	FR
	1/1/1957	760931	1/1/1957	DI-CUP	GB
730998	9/2/1996			DI-CUP	IN
40567C/74	7/10/1974	688543	7/10/1974	DI-CUP	IT
37294	6/24/1967	862111	6/25/1970	DI-CUP	JP
242202	12/3/1994	311804	9/5/1985	DI-CUP	MX
2874/74	6/17/1974	151362	5/9/1975	DI-CUP	SE
6709-74	4/10/1974	1232/0628109	4/10/1976	VUL-CUP	BR
353010	5/4/1972	188813	2/23/1973	VUL-CUP	CA

Serial No.	Filed	Reg. No.	Registered	Mark	Country
97007924	1/24/1997	1148089	2/7/1998	VUL-CUP	CN
757062	6/18/1974	757062	2/17/1977	VUL-CUP	ES
175581	6/26/1974	1289997	6/26/1974	VUL-CUP	FR
1031182	6/18/1974	1031182	6/18/1974	VUL-CUP	GB
730999	9/2/1996			VUL-CUP	IN
40569C/74	7/10/1974	688544	7/10/1974	VUL-CUP	IT
101349/96	9/10/1996	4134417	4/10/1998	VUL-CUP	JP
82009	7/16/1974	186217	7/16/1974	VUL-CUP	MX
2873/1974	6/17/1974	149198	11/8/1974	VUL-CUP	SE
002415222	9/24/2001	002415222	1/16/2004	GEO SPECIALTY CHEMICALS and design	EM
002718161	5/31/2002	002718161	1/14/2004	DICAP	EM
1112076	6/17/2002			DMPA	IN
1112077	6/17/2002			TRIMET	IN
391419	11/12/1975	220379	5/6/1977	DILOFLO	CA
		268086	4/8/1982	FOSTEX	CA
107953	4/1/1996	107953	4/1/1996	TRIMET	EM
495184	11/23/1982	290484	5/4/1984	QUATRENE	CA
229548	3/28/1955	102620	2/10/1956	TRIMET	CA
278241	10/10/1963	136933	8/14/1964	LOMAR	CA
223835	3/9/1954	49394	3/9/1954	NOPCOTE	CA
				DMPA	CN