

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
CNA Holdings, Inc.		04/18/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	694414	AMCEL	
Registration Number:	682715	AMCEL	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Meredith Schorr c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Meredith Schorr		
Signature:	/Meredith Schorr/		
Date:	04/21/2005		

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Total Attachments: 7

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CNA HOLDINGS, INC. (the "Grantor") with principal offices at 550 US Highway 202/206, Suite 310, Bedminster, New Jersey 07921, hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


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


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

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the ___ day of April, 2005.

CNA HOLDINGS, INC., Grantor

By 
Name: Julie K. Chapin
Title: Vice President – Law, Principal Executive
Officer & Secretary

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

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

By Carin M. Keegan
Name: Carin M. Keegan
Title: Vice President

By Scottye Lindsey
Name: Scottye Lindsey
Title: Director

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

On this 15 day of April, 2005, before me personally came Julie K. Chapin, Vice President – Law, Principal Executive Officer & Secretary of CNA HOLDINGS, INC. who, being by me duly sworn, did state as follows: that she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

Mary Erin Brennan
Notary Public

MARY ERIN BRENNAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2008

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

On this 18th day of April, 2005, before me personally came Michael E. Grom,
Vice President – Finance, Principal Financial Officer & Treasurer of CNA HOLDINGS, INC.
who, being by me duly sworn, did state as follows: that he is authorized to execute the foregoing
Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors
of said corporation.

Mary Erin Brennan
Notary Public

MARY ERIN BRENNAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2008

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

On this 14 day of April, 2005, before me personally came
Carin Keegan and Scottye Lindsey of DEUTSCHE BANK AG, NEW
YORK BRANCH who, being by me duly sworn, did state as follows: that they are authorized to
execute the foregoing Grant on behalf of said corporation and that they did so by authority of the
Board of Directors of said corporation.


Notary Public

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

SCHEDULE A

CNA HOLDINGS, INC.

Mark		Grantor	Registration/Serial No.
AMCEL		CNA Holdings, Inc.	694414
AMCEL		CNA Holdings, Inc.	682715