

04-25-2005



Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

REC'D 102881479

NRD  
4.22.05

### TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Timminco Limited/Timminco Limitée

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 15, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Agent

Internal

Address: Suite 3400

Street Address: One South Wacker Drive

City: Chicago

State: IL

Country: USA Zip: 60606

- Association Citizenship U.S.
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See continuation of Item 4 attached hereto.

B. Trademark Registration No.(s)  
See continuation of Item 4 attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: Linda.Kastner@LW.com

#### 6. Total number of applications and registrations involved:

14

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

#### 9. Signature:

Signature

April 21, 2005

Date

04/26/2005 DBYRNE 00000009 2391048 Linda R. Kastner

Total number of pages including cover sheet, attachments, and document: 9

01 FC:8521  
02 FC:8522

04/26/2005 DBYRNE 00000010 2391048

01 FC:8523

120.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003074 FRAME: 0557

**Continuation of Item 4**

<b>SERIAL NO./REGISTRATION NO.</b>
2391048
2387192
2545524
78202067
2222096
2070508
2538719
2177702
2172072
2177699
1391233
1878429
1412738
2724756

## TRADEMARK SECURITY AGREEMENT

WHEREAS, TIMMINCO LIMITED/TIMMINCO LIMITÉE, a corporation incorporated under the *Canada Business Corporations Act* ("Grantor"), owns the Trademarks (as hereinafter defined), the Trademark registrations and recordings and the Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Timminco Corporation, as Borrower, has entered into that certain Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with, among others, Grantor as well as Bank of America, N.A., as agent (the "Agent") for the benefit of all lenders and individually as a lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), and the other Lenders parties thereto from time to time, providing for the Lenders to make available to the Borrower certain term and revolving credit facilities on the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Security Agreement and a General Security Agreement, both dated as of the date hereof (as each may be amended, restated, supplemented or otherwise modified from time to time, collectively the "Security Agreements"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for its own benefit and for the benefit of Lenders, a security interest in substantially all the present and after acquired assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as hereinafter defined), and all proceeds thereof, to secure the payment of the "Obligations" (as defined in the Credit Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all Obligations of Grantor, Grantor does hereby mortgage, pledge and hypothecate to Grantee for its own benefit and for the benefit of Lenders, and does hereby grant to Grantee for its own benefit and for the benefit of Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (1) being collectively called a "Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office and the United States Patent and Trademark Office or in any office or agent of Canada or any foreign country, including those referred to in Schedule 1 hereto and all reissues, extensions or renewals thereof;

(2) all Trademark licenses and other agreements to which Grantor is a party providing Grantor with the right to use any of the items described in clause (1), including each Trademark license referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license;

(3) all right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (1), and to the extent applicable, clause (2); and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of Grantee in the Trademark Collateral relating to the Trademarks referred to in Part 1 of Schedule 1 annexed hereto with the Canadian Intellectual Property Office and recording a security interest of Grantee in the Trademark Collateral relating to the Trademarks referred to in Part 2 of Schedule 1 annexed hereto with the United States Patent and Trademark Office.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreements and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall take precedence over those contained herein.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir demandé que la présente convention et tous les documents connexes soient rédigés en anglais.*

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TIMMINCO

006

905-271-5469

p.6

15 Apr 05 01:49p Tim Pretzer

04/15/05 13:25 FAX 418 384 3451

TIMMINCO

006

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 15<sup>th</sup> day of April, 2005.

TIMMINCO LIMITED/TIMMINCO LIMITEE

By: [Signature]  
Name: KEITH S. D'SOUZA  
Title: V.P. SECRETARY

By: [Signature]  
Name: TIM R. PRETZER  
Title: PRESIDENT / COO

Acknowledged:

BANK OF AMERICA, N.A.,  
as Agent

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

[Signature Page to Timminco Limited Trademark Security Agreement]

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CM756575.1

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this \_\_\_\_ day of April, 2005.

TIMMINCO LIMITED/TIMMINCO LIMITÉE

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

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

Acknowledged:

BANK OF AMERICA, N.A.,  
as Agent

By: *Debra A. Rathberger*  
Name: Debra A. Rathberger  
Title: Senior Vice President

[Signature Page to Timminco Limited Trademark Security Agreement]

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**Schedule 1  
to Trademark  
Security Agreement**

**U.S. TRADEMARK REGISTRATIONS**

Timminco Limited	TIMMINCO METALS	75644205	2391048
Timminco Limited	TIMMINCO	75644152	2387192
Timminco Limited	MODIFIER-STIX	75369377	2545524
Timminco Limited	LITE-MAG BY TIMMINCO	78202067	pending
Timminco Limited	CAL-INJECT	74719829	2222096
Timminco Limited	AL-X	74706930	2070508
Timminco Limited	MODIFIER BAR	74462994	2538719
Timminco Limited	MODIFIER TAB	74462993	2177702
Timminco Limited	MODIFIER	74428063	2172072
Timminco Limited	MODIFIER CAN	74428058	2177699
Timminco Limited	CAL-AL	73543146	1391233
Timminco Limited	MODIFIER-PACK	74444425	1878429
Timminco Limited	MODIFIER-PACK	73540340	1412738
Timminco Limited	EXTRU-LITE	75917618	2724756

**FOREIGN TRADEMARK REGISTRATIONS**

Timminco Limited	MODIFIER-STIX	0850975	TMA537,205
Timminco Limited	TIMMINCO	1000980	TMA526,078



Timminco Limited	TIMMINCO METALS	1000981	TMA526,077
Timminco Limited	TIMMINCO	0354241	TMA198,759
Timminco Limited	DOMAL	0181700	UCA016,932
Timminco Limited	CHROMASCO	0271513	TMA131,630
Timminco Limited	MODIFIER BAR	0739074	TMA521,147
Timminco Limited	MODIFIER	0732440	TMA462,160
Timminco Limited	MODIFIER CAN	0732434	TMA462,159
Timminco Limited	EXTRU-LITE	1046501	TMA571,737
Timminco Limited	A1-X DESIGN	0797148	TMA467,803
Timminco Limited	CAL-INJECT	0797149	TMA465,647
Timminco Limited	TIMMINCO ADHESIVES	0669513	TMA401,104
Timminco Limited	MODIFIER TAB	0739078	TMA446,186
Timminco Limited	MODIFIER INGOT	0732438	TMA446,164
Timminco Limited	MAG-CAL	0599569	TMA354,796
Timminco Limited	CAL-AL	0517697	TMA307,975
Timminco Limited	MODIFIER-PACK	0517698	TMA301,010

**U.S. TRADEMARK APPLICATIONS**

None

**FOREIGN TRADEMARK APPLICATIONS**

None

**TRADEMARK LICENSES**

None

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CH756575.1