

10-01-2004



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

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.

10-1-04

1. Name of conveying party(ies):

BORDEN CHEMICAL INVESTMENTS, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 8/12/2004

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal

Address:

Street Address: One South Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

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

9-31-04

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Penelope Agoda

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City Washington State DC Zip: 20005

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrew Wilson

Signature

September 29, 2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

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

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TRADEMARK REEL: 003080 FRAME: 0903

**BORDEN CHEMICAL INVESTMENTS, INC.  
TRADEMARKS**

Owner	Name	Status	Application Number	File Date
Borden Chemical Investments, Inc.	STRUCTURSEAL	Registered	76/162905	11/10/00
Borden Chemical Investments, Inc.	THE WORLD OF FIBER OPTICS (& DESIGN)	Registered	76/239062	04/10/01
Borden Chemical Investments, Inc.	BONDSHIELD (Stylized)	App. Pending	78/173010	10/10/02
Borden Chemical Investments, Inc.	DATASHIELD (Stylized)	App. Pending	78/173186	10/10/02
Borden Chemical Investments, Inc.	KLEARSHIELD (Stylized)	App. Pending	78/173117	10/10/02
Borden Chemical Investments, Inc.	SPECTRASHIELD (Stylized)	App. Pending	78/172855	10/10/02
Borden Chemical Investments, Inc.	BORD'N-SEAL (Special Form)	App. Pending	78/334920	12/02/03
Borden Chemical Investments, Inc.	BORPAC (Special Form)	App. Pending	78/351292	01/13/04
Borden Chemical Investments, Inc.	CERAMAX	App. Pending	78/340430	12/12/03
Borden Chemical Investments, Inc.	SPECTRASHIELD (Special Form)	App. Pending	78/447398	07/08/04

NY1-133404.1

## EXECUTION COPY

SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of August 12, 2004, among BORDEN CHEMICAL INVESTMENTS, INC., a Delaware corporation (the "*Grantor*") and FLEET CAPITAL CORPORATION ("*Fleet*") as U.S. collateral agent (in such capacity, "*U.S. Collateral Agent*").

PRELIMINARY STATEMENT

Reference is made to the Amended and Restated Loan and Security Agreement dated as of August 12, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Borden Chemical, Inc. ("*U.S. Borrower*"), Canadian Borrower, U.K. Borrowers, the lenders from time to time party thereto ("*Lenders*"), Credit Suisse First Boston, as agent (in such capacity, the "*Agent*") for the Lenders and the other Agents party thereto. U.S. Collateral Agent and Lenders have agreed to make the Loans to the Borrowers and Issuing Bank has agreed to incur LC Obligations on behalf of Borrowers as provided in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to U.S. Collateral Agent, for the ratable benefit of the Secured Parties, the U.S. Guarantee and Collateral Agreement dated as of August 12, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified, the "*U.S. Guarantee and Collateral Agreement*"). Pursuant to the U.S. Guarantee and Collateral Agreement, Grantor is required to execute and deliver to U.S. Collateral Agent, for the ratable benefit of Secured Parties, this Agreement.

Accordingly, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. Additionally, the following terms have the following respective meanings:

"*Trademark License*" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark.

"*Trademarks*" shall mean all of the following now owned or hereafter adopted or acquired by any Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any other country or any political subdivision thereof; (b) all

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reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to U.S. Collateral Agent, for the ratable benefit of Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**SECTION 3. SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to U.S. Collateral Agent, for the ratable benefit of Secured Parties, pursuant to the U.S. Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of U.S. Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Subsidiary Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORDEN CHEMICAL INVESTMENTS, INC.,

by 

Name: *Alyssa Anton*  
Title: *President*

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION, as  
U.S. Collateral Agent,

by

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

IN WITNESS WHEREOF, Grantor has caused this Subsidiary Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORDEN CHEMICAL INVESTMENTS, INC.,


by

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

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION, as  
U.S. Collateral Agent,

by

  
\_\_\_\_\_  
Name: THOMAS F. BARDON  
Title: S.V.P.

**SCHEDULE I  
TO  
SUBSIDIARY TRADEMARK SECURITY AGREEMENT**

See Attached

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