

11-30-2004

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

11/24/04



To the Honorable Commissioner of Patents

102891168

ginal documents or copy thereof.

1. Name of conveying party(ies):  
CNA Holdings, Inc. (f/k/a both Hoechst Celanese Corporation and HNA Holdings, Inc.)

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

Name: Deutsche Bank AG, New York Branch

Internal Address: \_\_\_\_\_

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10005

- Individuals
- General Partnership -
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Individual(s) citizenship \_\_\_\_\_

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

3. Nature of conveyance:

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation- \_\_\_\_\_

Other Collateral Agent

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

Execution Date: October 18, 2004

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

Trademark Registration No.(s)

A. Trademark Application No.(s): 75/342931

762650

Additional numbers attached?  Yes  No

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

6. Total number of applications and registration involved 2

Name: Rachael Sanderson

Internal Address: White & Case LLP

7. Total fee (37 CFR 3.41): ..... \$ 65.00

Enclosed

Authorized to be charged to deposit account

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

8. Deposit account number:

23-1705 (in event of deficiency)

(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.*

Rachael Sanderson

Name of Person Signing

Rachael Sanderson

Signature

11/24/04

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

11/23/2004 11:27 AM (2K)  
NEWYORK 4483063  
rs-security interest form-cna holdings

**TRADEMARK  
REEL: 003084 FRAME: 0169**

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CNA HOLDINGS, INC. (f/k/a both HOECHST CELANESE CORPORATION and HNA HOLDINGS, INC.) (the "Grantor") 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 October 5, 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 17 day of October, 2004.

CNA HOLDINGS, INC., Grantor,

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

By: ME Grom  
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   
Name:  
Title: **Gregory Shefrin**  
**Director**

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

On this 18<sup>th</sup> day of October, 2004, 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 he/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 18<sup>th</sup> day of October, 2004, 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/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*

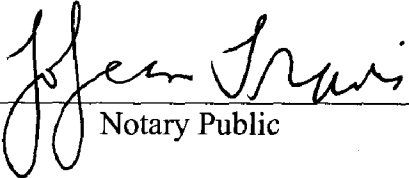
Notary Public

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

STATE OF NEW YORK )

) ss.:  
COUNTY OF NEW YORK.)

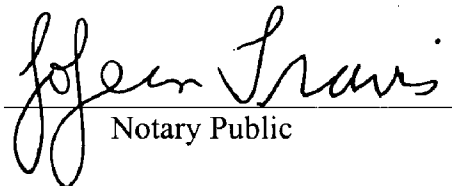
On this 18<sup>th</sup> day of October, 2004, before me personally came CARIN KEEGAN of DEUTSCHE BANK AG, NEW YORK BRANCH who, being by me duly sworn, did state as follows: that he/she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

  
Notary Public

JOJEAN TRAVIS  
Registration No. 01TR5013241  
New York County  
July 15, 2007

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

On this 18<sup>th</sup> day of October, 2004, before me personally came GREGORY SHERMAN of DEUTSCHE BANK AG, NEW YORK BRANCH who, being by me duly sworn, did state as follows: that he/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.

  
Notary Public

JOJEAN TRAVIS  
Registration No. 01TR5013247  
New York County  
July 15, 2007



SCHEDULE A

CNA Holdings, Inc. (f/k/a both Hoechst Celanese Corporation and HNA Holdings, Inc.)

Mark	Grantor	Registration/Serial No.
T-61	HNA Holdings, Inc.	762,650
Celaweb	Hoechst Celanese Corporation	75/342,931