

12-09-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RI

102897743 TRADEMARK

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

To the Honorable commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12.09.04

1. Name of conveying party(ies):

Inolex Investment Corp.

- 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 Patent and Trademark Security Agreement

Execution Date: November 16, 2004

2. Name and address of receiving party(ies)

Name: Wells Fargo Business Credit, Inc.

Internal

Address:

Street Address: 119 West 40th Street

City: New York State NY Zip: 10018

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name Thomas Duignan, Esq.

Internal Address: Greenberg Traurig, LLP

Street Address: 200 Campus Drive

City: Florham Park, State: NJ Zip: 07932

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$600 440.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(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.

Thomas Duignan, Esq. Name of Person Signing

Signature

12/8/04 Date

Christine E Wilson

Signature

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments

12/10/2004 GT0N11 00000134 200052 1062552 Washington, D.C. 20231

01 FC:8521 40.00 DA 02 FC:8522 400.00 DA

\\nj-srv01\15278v01\65145.010100

TRADEMARK REEL: 003089 FRAME: 0085

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

Inolex Investment Corp. – U.S. Trademarks

Mark	Reg No.	Reg Date.
LEXEMUL	1,062,552	4/5/1977
LEXOLUBE	1,063,692	4/19/1977
LEXOL	1,067,507	6/14/1977
LEXOREZ	1,175,640	11/3/1981
MAYPON	531,552	10/3/1950
SUPER-PRO	917,943	8/10/1971
LEXGARD	1,062,553	4/5/1977
LEXEIN	1,062,554	4/5/1977
LEXAMINE	1,067,028	6/7/1977
LEXATE	1,067,508	6/14/1977
LEXAINE	1,067,509	6/14/1977
LEXQUAT	1,542,185	6/6/1989
LEXALT	2,098,343	9/16/1997
LEXAD	2,496,765	10/9/2001

Mark	Reg No.	Reg Date.
INOLEX	1,011,975	6/3/1975

Inolex Investment Corp. – U.S. Trademark Applications

Mark	Application Date	Serial Number
LEXFILM	5/8/2002	78-127,048
LEXFEEL	5/7/2002	78-126,950

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT, dated as of November 16, 2004, is made by and between Inolex Investment Corp., a Delaware corporation having a business location at the address set forth below next to its signature (the "Pledgor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Secured Party and Inolex Chemical Company (the "Debtor"), a Pennsylvania corporation, are parties to that certain Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to the Debtor, the Secured Party has required the execution and delivery of the Pledgor's Guaranty of even date herewith, guaranteeing the payment and performance of all obligations of the Debtor arising under or pursuant to the Credit Agreement (the "Guaranty").

As a further condition to extending credit to the Debtor under the Credit Agreement, the Secured Party has required the execution and delivery of this Agreement by the Pledgor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with the Guaranty, and any document, instrument, writing and agreement related thereto, which the Pledgor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Indebtedness as defined in the Guaranty.

"Patents" means all of the Pledgor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses

thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Pledgor’s right, title and interest in and to:

(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Pledgor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Pledgor.

3. Representations, Warranties and Agreements. The Pledgor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Pledgor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Pledgor.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Pledgor as of the date hereof, or to which the Pledgor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Pledgor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Pledgor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Pledgor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Pledgor’s or any Affiliate’s business(es). If after the date hereof, the Pledgor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Pledgor’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to

the Trademarks, then the Pledgor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Pledgor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Pledgor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Pledgor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Pledgor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Pledgor (i) will have, at the time the Pledgor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Pledgor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Pledgor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Pledgor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Pledgor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable, except to the extent that such abandonment or failure is not reasonably likely to have a material adverse effect on Pledgor.

(i) **Secured Party's Right to Take Action.** If the Pledgor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Pledgor

written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Pledgor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Pledgor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Pledgor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Pledgor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Pledgor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Pledgor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Pledgor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Pledgor's Use of the Patents and Trademarks.** The Pledgor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Pledgor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the

representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. This Agreement may only be amended or modified in writing, signed by Secured Party and Pledgor. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Pledgor under this Agreement shall be given in the manner and with the effect provided in the Security Agreement of even date herewith by and between Pledgor and Secured Party. The Secured Party shall not be obligated to preserve any rights the Pledgor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Pledgor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Pledgor and delivered to the Secured Party, and the Pledgor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Pledgor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties

contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Inolex Investment Corp.

INOLEX INVESTMENT CORP.

By Michael J. Chiarlone, Jr.
Michael J. Chiarlone, Jr.
Its President

Wells Fargo Business Credit, Inc.
119 West 40th Street, 16th Floor
New York, New York 10018-2500
Attention: Joseph A. Lisack, Vice President

WELLS FARGO BUSINESS CREDIT, INC.

By _____
Joseph A. Lisack
Its Vice President

STATE OF DELAWARE)

COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me this 15 day of November, 2004, by Michael J. Chiarlone, Jr. the President of Inolex Investment Corp., a Delaware corporation, on behalf of the corporation.

Todd C. Schiltz, Esq.
Notary Public
TODD. C. SCHILTZ, ESQ.

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of November, 2004, by _____, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

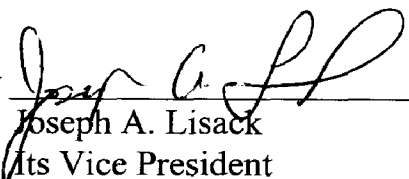
Inolex Investment Corp.

INOLEX INVESTMENT CORP.

By _____
Michael J. Chiarlone, Jr.
Its President

Wells Fargo Business Credit, Inc.
119 West 40th Street, 16th Floor
New York, New York 10018-2500
Attention: Joseph A. Lisack, Vice President

WELLS FARGO BUSINESS CREDIT, INC.

By 
Joseph A. Lisack
Its Vice President

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of November, 2004, by _____, the President of Inolex Investment Corp., a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF ny)
)
COUNTY OF ny)

The foregoing instrument was acknowledged before me this 16th day of November, 2004, by Joseph A. Lisack, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

LINDA KURZ
Notary Public, State of New York
No. 01KU5033942
Qualified in Bronx County
Commission Expires September 26, 06

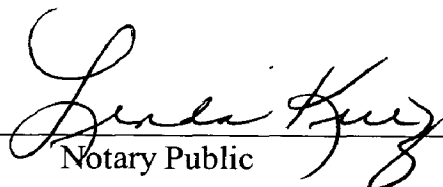

Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

Inolex Investment Corp. – U.S. Patents

Patent No.	Issue Date	Title
6,103,822	8/15/2000	Polymeric Acid Functional Polyols, Polyurethanes and Methods for Making Same
5,989,527	11/23/1999	Compositions and Methods for Improving the Performance of Chemical Exfoliating AGECCnts, Sunless Tanning AGECCnts, Skin Lightening AGECCnts and Insect Repellents.
5,880,250	3/9/1999	Polymeric Acid Functional Polyols, Polyurethanes and Methods for Making Same.
5,833,961	11/10/1998	Polyester-Based Sunscreen Formulations.
5,385,379	1/31/1995	Split-Panel Windshield Assembly For Attachment to a Recreation Vehicle.

Inolex Investment Corp. – U.S. Patent Applications

Application/ Publication #	Submission Date	Title
20020183443	12/05/2002	Methods and Compositions for Making Water Borne Dispersions
20040072703	4/15/2004	Alpha Branched Esters for Use in Metal Working Fluids Containing Such Esters
2004004139	2/13/2004	Tertiary Amine Functional Complex Polyester Polymers and Methods and Production and Use
60471556	5/18/2004	Compositions for Use of Silicone Fluid Replacement in Toiletries, Cosmetics and Personal Care Products
60472097	5/20/2004	Polyol Polyester Composition For Use As Silicone Replacements in Personal Care and Cosmetic Products, Formulating Containing...

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Inolex Investment Corp. – U.S. Trademarks

Mark	Reg No.	Reg Date.
LEXEMUL	1,062,552	4/5/1977
LEXOLUBE	1,063,692	4/19/1977
LEXOL	1,067,507	6/14/1977
LEXOREZ	1,175,640	11/3/1981
MAYPON	531,552	10/3/1950
SUPER-PRO	917,943	8/10/1971
LEXGARD	1,062,553	4/5/1977
LEXEIN	1,062,554	4/5/1977
LEXAMINE	1,067,028	6/7/1977
LEXATE	1,067,508	6/14/1977
LEXAINE	1,067,509	6/14/1977
LEXQUAT	1,542,185	6/6/1989
LEXALT	2,098,343	9/16/1997
LEXAD	2,496,765	10/9/2001

Mark	Reg No.	Reg Date.
INOLEX	1,011,975	6/3/1975

Inolex Investment Corp. – U.S. Trademark Applications

Mark	Application Date	Serial Number
LEXFILM	5/8/2002	78-127,048
LEXFEEL	5/7/2002	78-126,950