

**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
Thilmany, LLC		06/01/2005	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

Name:	Jefferies Babson Finance LLC as administrative agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1302599	AKROSIL
Registration Number:	1302600	SILOX
Registration Number:	2811875	STEEL SHIELD
Registration Number:	2236058	GREASE-GARD
Registration Number:	2127153	HI-FORM
Registration Number:	903027	N
Registration Number:	2675695	PAPER-GARD
Registration Number:	828585	THILMANY
Serial Number:	78416823	SANI-GARD
Serial Number:	78221195	XKL

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$265.00 1302599

Phone: 312-701-7237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher Dore  
Address Line 1: P.O. Box 2828  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	06/10/2005

Total Attachments: 7  
source=TM SI#page1.tif  
source=TM SI#page2.tif  
source=TM SI#page3.tif  
source=TM SI#page4.tif  
source=TM SI#page5.tif  
source=TM SI#page6.tif  
source=TM SI#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2005 (this "Agreement"), is made by THILMANY, LLC, a Delaware limited liability company (the "Grantor"), in favor of JEFFERIES BABSON FINANCE LLC, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties

W I T N E S S E T H :

WHEREAS, pursuant to a Credit and Guaranty Agreement, dated as of June 1, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, as a guarantor, the various financial institutions and other Persons from time to time parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), General Electric Capital Corporation, as Documentation Agent and Jefferies Babson Finance LLC, as the Administrative Agent and the Lead Arranger, the Lenders have made Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 1, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. 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 Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, pledges and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, 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 in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. 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.

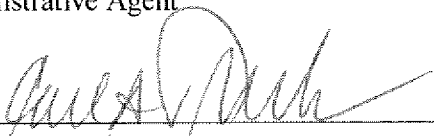
\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

THILMANY, LLC

By: Dale H. Von Behm  
Name:  
Title:

JEFFERIES BABSON FINANCE LLC,  
as Administrative Agent

By:   
Name: Carl A. Tortello  
Title: Senior Managing Director

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Australia	Nicolet	460275	19-Feb-1987
Austria	Akrosil	117260	08-Sep-1987
Austria	Silox	117261	08-Sep-1987
Benelux	Akrosil	435289	07-Jul-1988
Benelux	Silox	435290	07-Jul-1988
Canada	Akrosil	351698	17-Feb-1989
Canada	Silox	347379	04-Nov-1988
Canada	Nicolet	347061	28-Nov-1988
Canada	Thilmany	347378	04-Nov-1988
Denmark	Thilmany	913/1989	03-Mar-1989
El Salvador	Thilmany	152/120	31-Mar-1989
European Community	Akrosil	78402	16-Nov-1998
European Community	Silox	78428	14-Oct-1998
European Community	Nicolet	94151	1-Dec-1998
European Community	Thilmany	93815	22-Apr-1998
Finland	Akrosil	103317	06-Feb-1989
Finland	Silox	103318	06-Feb-1989
France	Akrosil	1620327	26-Feb-1987
France	Thilmany	1620326	26-Feb-1987
Germany	Akrosil	1110829	01-Sep-1987
Germany	Silox	1110830	01-Sep-1987
Germany	Nicolet	1116200	04-Jan-1998
Germany	Thilmany	1110831	01-Sep-1987
Italy	Akrosil	754771	15-May-1990
Italy	Silox	792712	28-Feb-1991
Mexico	Nicolet	413072	12-May-1992
New Zealand	Nicolet	170556	20-Feb-1987
South Africa	Thilmany	87/0961	14-Jul-1988
Spain	Thilmany	1192364	05-Dec-1989
Sweden	Akrosil	229780	31-Jan-1992
Sweden	Silox	213826	12-May-1989
United Kingdom	Akrosil	1302138	25-Feb-1987
United Kingdom	Silox	1302139	25-Feb-1987
United Kingdom	Thilmany	1301918	24-Feb-1987
United States	Akrosil	1302599	30-Oct-1984
United States	Silox	1302600	30-Oct-1984



United States	Steel Shield	2811875	03-Feb-2004
United States	Grease-Gard	2236058	30-Mar-1999
United States	Hi-Form	2127153	06-Jan-1998
United States	"N"	903027	24-Nov-1970
United States	Paper-Gard	2675695	14-Jan-2003
United States	Thilmany	828585	09-May-1967
Venezuela	Thilmany	F139991	07-Jan-1991

<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial/Application No.</u>	<u>Filing Date</u>
United States	Sani-Gard	78/416823	11-May-2004
United States	XKL	78/221195	04-Mar-2003

<u>Trademark Applications in Preparation</u>				
<u>Expected Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Filing Date</u>	<u>Products/ Services</u>

None.

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
-----------------------------	------------------	-----------------	-----------------	-----------------------	------------------------

None.