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
Lion Copolymer, LLC		10/31/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	679060	CARBOMIX
Registration Number:	699614	COPO
Serial Number:	78740525	LION COPOLYMER

CH $90.00 679060

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Rhonda Birdwell
Address Line 1: 285 Peachtree Center Ave
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-16
NAME OF SUBMITTER:	Mitchell M. Purvis

Signature:	/mmp/
Date:	11/03/2005

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 31st day of October, 2005, between **LION COPOLYMER, LLC,** a Delaware limited liability company having its principal place of business at 5955 Scenic Highway, Baton Rouge, Louisiana 70805 (the "Company"), and **BANK OF AMERICA, N.A.,** a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns "Lender").

WITNESSETH:

WHEREAS, the Company desires to obtain loans from Lender pursuant to a certain Loan and Security Agreement, dated the date hereof by and between the Company and Lender (as at any time amended, restated, modified and supplemented, the "Loan Agreement"); and

WHEREAS, Lender is willing to make loans to the Company from time to time, in Lender's discretion, provided the Company executes this Agreement;

WHEREAS, the Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Lender a lien upon and security interest in the Company's now existing or hereafter acquired personal property, including the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars ($10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Obligations, the Company hereby pledges and grants to Lender a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants that:

(a) To the Company's knowledge, each of the Trademarks is subsisting, and is and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, and the filing of a UCC financing statement referencing the Trademark Collateral in the appropriate filing office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against the Company and all third Persons in accordance with its terms;

(c) To the Company's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; and

(d) The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Trademark Collateral, free and clear of any Liens other than Permitted Liens and non-exclusive licenses granted in the regular and ordinary course of the Company's business as presently conducted;

4. The Company covenants and agrees that:

(a) The Company will use commercially reasonable efforts to maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) The Company will not change the quality of the products associated with the Trademarks so as to cause a Material Adverse Effect without Lender's prior written consent; and

(c) The Company will use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law, unless with respect to a particular Trademark, the Company shall reasonably determine that such Trademark is in no way material to the conduct of the Company's business or its operations.

5. The Company agrees that until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

7. The Company authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

8. At any time an Event of Default (as defined in the Loan Agreement) exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies provided in the Loan Agreement.

9. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to the Company all releases and other instruments necessary to terminate Lender's security interest in the Trademark Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company in accordance with the terms of the Loan Agreement.

12. The Company shall use commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. The Company shall have the duty to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute commercially reasonable opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts necessary in order to preserve and maintain all rights in the Trademarks, unless with respect to a particular Trademark, the Company shall reasonably determine that such Trademark is in no way material to the conduct of the Company's business or its operations. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless with respect to a particular trademark application or trademark, the Company shall reasonably determine that such trademark application or trademark is in no way material to the conduct of the Company's business or its operations.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, if an Event of Default shall occur and be continuing, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, in which event the Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 13. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

14. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Lender may do so in the Company's name or in Lender's name, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. To the extent there are any conflicts in the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

21. Notice of acceptance hereof is hereby waived by the Company.

22. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been made in Atlanta, Georgia. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

23. THE COMPANY AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARK COLLATERAL.

[This space intentionally left blank;
signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

LION COPOLYMER, LLC

By: Lion Chemical II, Inc.,
its Non-Member Manager

By: _____
Name: Peter De Leeuw
Title: Chairman of the Board

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.
("Lender")

By: _____
Name: Seth Benefield
Title: Vice President

STATE OF Texas)
)
COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this day personally appeared Peter De Leeuw, Chairman of the Board of Lion Chemical II, Inc., a Delaware corporation and the non-member manager of Lion Copolymer, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of October, 2005.

Jennifer Y. Aaron
Notary Public
My Commission Expires: 04-08-2007

[NOTARIAL SEAL]

JENNIFER Y. AARON
NOTARY PUBLIC
STATE OF TEXAS
Comm. Exp. 04-08-2007

STATE OF Texas)
)
COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this day personally appeared Seth Benefield of Bank of America, N.A., a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of October, 2005.

Jennifer Y. Aaron
Notary Public
My Commission Expires: 04-08-2007

[NOTARIAL SEAL]

JENNIFER Y. AARON
NOTARY PUBLIC
STATE OF TEXAS
Comm. Exp. 04-08-2007

SCHEDULE A

Trademarks

Trademark	Country	Registration or Application Number	Registration or Application Date
CARBOMIX	BENELUX	042973	11/06/1972
CARBOMIX	CANADA	TMA131305	06/07/1963
CARBOMIX	GERMANY	775954	07/29/1963
CARBOMIX	ITALY	413005	03/02/1966
CARBOMIX	NORWAY	61734	05/24/1963
CARBOMIX	USA	679,060	05/26/1959
COPO	BENELUX	042972	11/06/1972
COPO	CANADA	TMA131304	06/07/1963
COPO	GERMANY	788521	05/19/1964
COPO	ITALY	413004	03/02/1966
COPO	USA	699,614	06/21/1960

Trademark Applications

Trademark	Country	Registration or Application Number	Registration or Application Date
LION COPOLYMER	USA	78/740,525	10/26/2005