

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Houghton Technical Corp.		12/15/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	2923996	HOUGHTO-TREND
Registration Number:	2774061	QUENCHCARE
Registration Number:	2237142	FLUIDCARE
Registration Number:	2158959	TANDEMOL
Registration Number:	2068149	DIE KOTE
Registration Number:	1085200	HYDRA-CUT
Registration Number:	998375	H HOUGHTON
Registration Number:	931209	AQUA-QUENCH
Registration Number:	911722	HI-TEMP
Registration Number:	836180	LANOLUBRIC
Registration Number:	776873	CINDOL
Registration Number:	727626	HOUGHTO SAFE 620
Registration Number:	711329	CERFA-KLEEN
Registration Number:	704471	HOUGHTO-SAFE

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Registration Number:	653660	TANDEMOL
Registration Number:	524927	HYDRO-DRIVE
Registration Number:	515719	MAR-TEMP
Registration Number:	515021	HOUGHTO-QUENCH
Registration Number:	503907	MAR TEMP
Registration Number:	503431	HOUGHTO-BLACK
Registration Number:	398265	COSMOLINE
Registration Number:	354220	CUT-MAX
Registration Number:	302902	STA-PUT
Registration Number:	256724	HOUGHTOGRIND
Registration Number:	256723	HOUGHTODRAW
Registration Number:	256604	HOCUT
Registration Number:	227927	VITAL
Registration Number:	222255	HOUGHTO-CLEAN
Registration Number:	183195	HOUGHTON'S LIQUID HEAT
Registration Number:	183194	HOUGHTON'S DRAW TEMP
Registration Number:	146255	HYDROLUBRIC
Registration Number:	146254	COSMOLUBRIC
Registration Number:	132171	RUST VETO
Registration Number:	124386	THE HOUGHTON LINE
Registration Number:	108250	SOLCUT

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7698  
Email: ksolomon@stblaw.com  
Correspondent Name: Mark Solomon, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1170
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	01/13/2006

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 15, 2005 is made by HOUGHTON TECHNICAL CORP., a Delaware corporation, located at 300 Delaware Avenue, Suite 316, Wilmington, Delaware 19801-1607 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a national association, located at 270 Park Avenue, New York, New York, 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Houghton International Inc., a Pennsylvania corporation and parent of Obligor ("Borrower"), the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 15, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

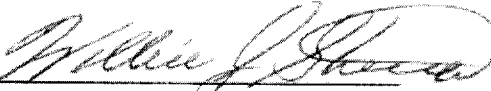
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

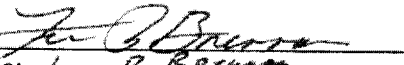
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HOUGHTON TECHNICAL CORP.

By:   
Name: William J. Strick  
Title: Vice President

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: Lee P. Brennan  
Title: Vice President

ACKNOWLEDGMENT OF HOUGHTON TECHNICAL CORP.

STATE OF Pennsylvania )  
 ) ss  
COUNTY OF Philadelphia )

On the 14<sup>th</sup> day of December 2005, before me personally came William J. Streich, who is personally known to me to be the Vice President of Houghton Technical Corp., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Meganne Spang-Curtis  
Notary Public

My Commission Expires 10-25-2009

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Pennsylvania

) ss

COUNTY OF Philadelphia

On the 14<sup>th</sup> day of December, 2005, before me personally came Lee P. Brennan, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national association; who, being duly sworn, did depose and say that she/he is the Vice President in such national association, the national association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the [Trustees] of such national association; and that she/he acknowledged said instrument to be the free act and deed of said national association.

Meganne Kenny-Cusato  
Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
MEGANNE KENNY-CUSATO, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 26, 2009  
(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations**

<u>TRADEMARK</u>	<u>REGISTRATION OR SERIAL NUMBER</u>
HOUGHTO-TREND	2,923,996
QUENCHCARE	2,774,061
FLUIDCARE	2,237,142
TANDEMOL	2,158,959
DIE KOTE	2,068,149
HYDRA-CUT	1,085,200
H HOUGHTON and Design	998,375
AQUA-QUENCH	931,209
HI-TEMP	911,722
LANOLUBRIC	836,180
CINDOL and Design	776,873
HOUGHTO SAFE 620 and Design	727,626
CERFA-KLEEN and Design	711,329
HOUGHTO-SAFE and Design	704,471
TANDEMOL and Design	653,660
HYDRO-DRIVE and Design	524,927
MAR-TEMP and Design	515,719
HOUGHTO-QUENCH and Design	515,021
MAR TEMP and Design	503,907
HOUGHTO-BLACK and Design	503,431
COSMOLINE and Design	398,265
CUT-MAX and Design	354,220
STA-PUT and Design	302,902
HOUGHTOGRIND and Design	256,724
HOUGHTODRAW and Design	256,723
HOCUT and Design	256,604
VITAL	227,927
HOUGHTO-CLEAN and Design	222,255
HOUGHTON'S LIQUID HEAT and Design	183,195
HOUGHTON'S DRAW TEMP and Design	183,194
HYDROLUBRIC and Design	146,255
COSMOLUBRIC and Design	146,254
RUST VETO and Design	132,171
THE HOUGHTON LINE and Design	124,386
SOLCUT and Design	108,250