

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated HMC Trademark Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
H. Muehlstein & Co. Inc.		01/31/2007	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Citicorp USA, Inc., as Administrative Agent
<b>Street Address:</b>	388 Greenwich Street, 20th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2425459	CERTENE
Registration Number:	2873513	MUEHLSTEIN
Registration Number:	0742793	M
Registration Number:	2258942	CHANNEL POLYMERS
Registration Number:	2645026	
Registration Number:	2607998	AQUATUF
Registration Number:	2967375	POLYMERLINE
Registration Number:	2727717	FAST-TRAX
Registration Number:	2794458	
Registration Number:	2794459	M

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483

CH \$265.00 2425459

Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	26447-35660
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	02/07/2007

**Total Attachments: 23**

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## SECOND AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of January 31, 2007, by and between H. MUEHLSTEIN & CO. INC., a New York corporation ("HMC") and CITICORP USA, INC. ("Citicorp"), in its capacity as agent for the Lenders and the Issuing Banks (with its successors and permitted assigns in such capacity, the "Administrative Agent") for the ratable benefit of the Administrative Agent, the Lenders, the Issuing Banks and the other Holders, under that certain Third Amended and Restated Credit Agreement dated as of the date hereof among Ravago Holdings America, Inc., a Delaware corporation (with its permitted successors and assigns, "Holdings"), Channel Prime Alliance LLC, a Delaware limited liability company (with its permitted successors and assigns, "Channel Prime"), Entec Distribution LLC, a Delaware limited liability company (with its permitted successors and assigns, "Entec Distribution"), Entec Polymers, LLC, a Florida limited liability company (with its permitted successors and assigns, "Entec"), GeoChem International LLC, a Delaware limited liability company (with its permitted successors and assigns, "GeoChem"), H. Muehlstein & Co. Inc., a New York corporation (with its permitted successors and assigns, "HMC"), Muehlstein Americas LLC, a Delaware limited liability company (with its permitted successors and assigns, "Americas"), Muehlstein International, Ltd., a New York corporation (with its permitted successors and assigns, "MI"), Pegasus Polymers Benelux Inc., a Delaware corporation (with its permitted successors and assigns, "Pegasus Benelux"), Pegasus Polymers International Inc., a Connecticut corporation (with its permitted successors and assigns, "PPI"), Rapid Distribution LLC, a Delaware limited liability company (with its permitted successors and assigns, "Rapid"), Trinity Specialty Compounding, Inc., a Delaware corporation (with its permitted successors and assigns, "Trinity"), together with Holdings, Channel Prime, Entec Distribution, Entec, GeoChem, HMC, Americas, MI, Pegasus Benelux, PPI, Rapid, the "Domestic Borrowers"), Channel Prime Alliance Canada Co., a Nova Scotia unlimited liability company (with its permitted successors and assigns, "CP Canada"), H. Muehlstein & Co. (Canada), a Nova Scotia unlimited liability company ("HMC Canada"), Novell Distribution Inc., an Ontario corporation (with its permitted successors and assigns, "Novell"), together with CP Canada and HMC Canada, the "Canadian Borrowers" and collectively with the Domestic Borrowers, the "Borrowers"), as borrowers, Comtec Polymers, L.L.C., a Florida limited liability company (with its permitted successors and assigns, "Comtec"), as a credit party, the institutions from time to time party thereto as Lenders (the "Lenders"), the institutions from time to time a party thereto as Issuing Banks (the "Issuing Banks"), Citibank Canada, a Canadian chartered bank, in its capacity as agent for the Canadian Lenders and the Canadian Issuing Banks thereunder (the "Canadian Agent"), Citibank International PLC, as agent with respect to the Multicurrency Facility and Multicurrency Borrower (together with its successors and permitted assigns, the "London Agent"; together with the Administrative Agent and Canadian Agent, the "Agents", each an "Agent") and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and amends and restates the Existing Trademark Security Agreement (defined below). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

*Second Amended and Restated  
Trademark Security Agreement*

WITNESSETH:

WHEREAS, HMC is a party to (a) the Credit Agreement, pursuant to which the Lenders and the Issuing Banks have agreed to make Loans, Issue Letters of Credit and extend other financial accommodations to HMC from time to time and (b) the Borrower Guaranty, pursuant to which HMC has unconditionally guaranteed the full and punctual payment when due of all of the Obligations of the other Borrowers;

WHEREAS, HMC, certain of its Affiliates, the institutions party thereto from time to time as lenders, the institutions party thereto from time to time as issuing banks, the Administrative Agent and the Canadian Agent were parties to the Existing Credit Agreement, and the Existing Credit Agreement has been amended and restated in its entirety by the Credit Agreement;

WHEREAS, HMC and Administrative Agent have entered into that certain Trademark Security Agreement dated as of April 14, 2004 (the "Existing Trademark Security Agreement") in connection with the Existing Credit Agreement pursuant to which HMC has granted to the Administrative Agent, for the benefit of the "Holders", Liens on certain of its assets to secure the payment and performance of the indebtedness, obligations and liabilities under the Existing Credit Agreement and the "Loan Documents" (as defined in the Existing Credit Agreement);

WHEREAS, HMC, certain of its Affiliates, and the Administrative Agent are parties to that certain Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which HMC has granted a security interest in certain of its assets to the Administrative Agent for the benefit of the Administrative Agent, the Lenders, the Issuing Banks and the other Holders (each individually a "Secured Party", and collectively, the "Secured Parties"); and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of (a) all of HMC's Obligations and (b) all of HMC's obligations and liabilities hereunder and in connection herewith (all such Obligations and such obligations and liabilities hereunder being hereinafter referred to as the "Liabilities"), the Secured Parties have required as a condition, among others, to entering into the Credit Agreement that HMC execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HMC agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

*Second Amended and Restated  
Trademark Security Agreement*

(b) The words "hereof," "herein," "hereby" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(d) This Agreement hereby amends and restates the Existing Trademark Security Agreement in its entirety. On or after the date hereof, each reference in each Loan Document to the Existing Trademark Security Agreement, "thereunder", "thereof", or words of like import referring thereto shall mean and be a reference to this Agreement.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, HMC hereby reconfirms the grant under the Existing Trademark Security Agreement and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of HMC's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of HMC's business symbolized by the foregoing and connected therewith, and (v) all of HMC's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this Paragraph 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether HMC is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell

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Trademark Security Agreement*

any and all Inventory now or hereafter owned by HMC and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Restrictions on Future Agreements. HMC will not, without the Administrative Agent's prior written consent (which shall not be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and HMC further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with any material Trademarks or Licenses.

5. New Trademarks and Licenses. HMC represents and warrants that, from and after the Closing Date, to its Knowledge after reasonable inquiry, (a) the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by HMC, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which HMC is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of HMC and (c) other than the rights of any party to the Licenses with respect to the Trademarks and Liens permitted by Section 9.03 of the Credit Agreement, no liens, claims or security interests in such Trademarks and Licenses have been granted by HMC to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, HMC shall (d) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (e) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (f) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 3 above shall automatically apply thereto. HMC shall give to the Administrative Agent written notice of events described in clauses (d), (e) and (f) of the preceding sentence not less frequently than on an annual basis. HMC hereby authorizes the Administrative Agent to modify this Agreement unilaterally, upon reasonable notice to HMC thereof, (g) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by HMC or to prepare this Agreement for filing with the Patent and Trademark Office and by amending Schedule B to include any trademark license agreements and service mark license agreements to which HMC becomes a party, which are Trademarks or Licenses under Section 3 above or under this Section 5, and (h) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. HMC hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Section 14 hereof or pursuant to Section 8 of

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Trademark Security Agreement*

the Security Agreement shall be coextensive with HMC's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Parties to HMC.

7. Further Assignments and Security Interests. HMC agrees (a) except as provided in Section 9.02 of the Credit Agreement, not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent and (b) to maintain the quality of such products as of the date hereof.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest; Release of Collateral.

(a) This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only upon the satisfaction of the conditions specified in Section 12.09(c)(i)(A) of the Credit Agreement. Upon such termination and at the written request of HMC or its successors or assigns, and at the cost and expense of HMC or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are reasonably necessary or reasonably desirable to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, HMC may, to the extent permitted by Section 9.02 of the Credit Agreement sell, assign, transfer or otherwise dispose of any Trademarks and any Licenses. In addition, the Trademarks and Licenses shall be subject to release from time to time (with the Trademarks and Licenses referred to in the immediately preceding sentence, the "Released Collateral") in accordance with Section 12.09(c)(i)(A) of the Credit Agreement. The Liens under this Agreement shall automatically terminate with respect to the Released Collateral upon such sale, transfer, assignment, disposition or release, and upon the request of HMC, the Administrative Agent shall execute and deliver such instrument or document as may be reasonably necessary to release the Liens granted hereunder; provided, however, that (i) the Administrative Agent shall not be required to execute any such documents on terms which, in the Administrative Agent's opinion, would expose the Administrative Agent to liability or create any obligation other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Liabilities or any Liens on (or obligations of HMC in respect of) assets which continue to constitute Trademarks and Licenses, including, without limitation, all reversionary rights of HMC with respect to the Released Collateral and the proceeds of any sale, all of which shall continue to constitute part of the Trademarks and Licenses.

9. Duties of HMC; The Administrative Agent's Duty of Care. HMC shall have the duty, to the extent it deems appropriate in the normal conduct of HMC's business, to: (a) prosecute diligently any material trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for the registration of trademarks or service marks used or

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Trademark Security Agreement*

adopted by HMC. HMC further agrees (x) not to abandon any material Trademark or License without the prior written consent of the Administrative Agent, and (y) to use its reasonable best efforts to obtain and maintain in full force and effect the Trademarks and the Licenses that are or shall be reasonably necessary or reasonably desirable in the operation of HMC's business. Any expenses incurred in connection with the foregoing shall be borne by HMC. The Administrative Agent shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law including, without limitation, acts, omissions, errors or mistakes with respect to the Collateral, except for those arising out of or in connection with the Administrative Agent's (c) gross negligence or willful misconduct, or (d) material breach of a material provision of this Agreement. Without limiting the generality of the foregoing, none of the Secured Parties shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of HMC and shall be added to the Liabilities secured hereby.

10. The Administrative Agent's Right to Sue. From and after the occurrence of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, HMC shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. HMC shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 10 (including, without limitation, reasonable fees and expenses of attorneys for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by HMC of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between HMC and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of HMC contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to HMC specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

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Trademark Security Agreement*



13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. HMC hereby designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as HMC's true and lawful attorney-in-fact, and, upon the occurrence and during the continuance of an Event of Default, authorizes the Administrative Agent and any of the Administrative Agent's designees, in HMC's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem reasonably necessary or reasonably desirable to accomplish the purposes of this Agreement, including, without limitation, to (subject, where applicable, to the provisions of the Loan Documents) (a) endorse HMC's name on all applications, documents, papers and instruments reasonably necessary or reasonably desirable for the Administrative Agent in the use, prosecution or protection of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or, to the extent permitted, the Licenses as any of the Secured Parties deems in its or their own best interest. HMC hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been Paid In Full and the Revolving Credit Commitments shall have been terminated. HMC acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Parties under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, HMC agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be reasonably necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. HMC agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days

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before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances. Further, notwithstanding anything set forth herein to the contrary, in exercising any rights provided in this Agreement or any of the other Loan Documents the Administrative Agent shall not cause any of the Trademarks to be abandoned by assignment or conveyance of a Trademark separate from the goodwill symbolized by such mark.

15. Successors and Assigns. This Agreement shall be binding upon HMC and its successors and assigns, and shall inure to the benefit of each of the Secured Parties and their respective nominees, successors and assigns. HMC's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for HMC; provided, however, that HMC shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. **THIS AGREEMENT SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.**

17. Notices. All notices and other communications required or desired to be served, given or delivered hereunder shall be in writing and shall be served, given or delivered as provided in Section 13.08 of the Credit Agreement, and the terms of such Section are herein incorporated by reference.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Consent to Jurisdiction and Service of Process. HMC agrees that the terms of Section 13.17 of the Credit Agreement with respect to consent to jurisdiction and service of process shall apply equally to this Agreement, and the terms of such Section are herein incorporated by reference.

21. WAIVER OF JURY TRIAL. **EACH OF HMC AND THE ADMINISTRATIVE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND HMC ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EITHER HMC OR THE ADMINISTRATIVE AGENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

*Second Amended and Restated  
Trademark Security Agreement*

22. Intercreditor Agreements. Certain provisions of this Agreement are subject to the provisions of the Intercreditor Agreements, provided that this Section 22 shall in no way benefit HMC or any successor or assign of HMC, including, without limitation, a debtor in possession or any trustee for the estate created by an Insolvency and Liquidation Proceeding (as defined in the Intercreditor Agreement).


23. No Novation. This Agreement is not intended as, and shall not be deemed, a novation of the Existing Trademark Security Agreement and the Liens granted to the Administrative Agent for the benefit of the Secured Parties under the Existing Trademark Security Agreement and this Agreement shall be continuing liens having the same priority as that occasioned by the Existing Trademark Security Agreement for the benefit of the Secured Parties.

[signatures to follow]

*Second Amended and Restated  
Trademark Security Agreement*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

H. MUEHLSTEIN & CO. INC.

By:   
Name: Ronald J. Restivo  
Title: Chief Financial Officer and Treasurer

*Signature Page To Second Amended and Restated  
Trademark Security Agreement*

Accepted and agreed to as of the  
day and year first above written.

CITICORP USA, INC., as Administrative  
Agent

By: 

Name: Miles D. McManus

Title: Director and Vice President

*Signature Page To Second Amended and Restated  
Trademark Security Agreement*

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )     SS

On the 30th day of January, 2007, before me personally came Ronald J. Restivo, to me known, who being by me duly sworn, did depose and say that he resides at 9 THOMAS PL, NORWALK, CT; that he is the Chief Financial Officer and Treasurer of H. Muehlstein & Co. Inc., the corporation described in and which accepted and agreed to the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Roxanne Burrowes  
Notary Public

ROXANNE BURROWES  
Notary Public, State of New York  
No. 01BU4882340  
Qualified in Kings County  
Commission Expires January 5, 2007  
2011

STATE OF NEW YORK     )  
                                  )     SS  
COUNTY OF NEW YORK   )

On the 30th day of January, 2007, before me personally came Miles D. McManus, to me known, who being by me duly sworn, did depose and say that he resides at 101 WILD CHERRY LN, GREENTOWN PA that he is the Director and Vice President of Citicorp USA, Inc., the corporation described in and which accepted and agreed to the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



Notary Public

ROXANNE BURROWES  
Notary Public, State of New York  
No. 01BU4882340  
Qualified in Kings County  
Commission Expires January 5, 2007  
2011

**Schedule A  
to  
Second Amended and Restated HMC Trademark Security Agreement  
Dated as of January 31, 2007**

**Trademarks, etc., and Applications**

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*Schedule A to Second Amended and Restated  
Trademark Security Agreement*

LA1 873018

**TRADEMARK  
REEL: 003476 FRAME: 0303**



# Stoll, Miskim & Badie

Case Tracking System

## Client Trademark Case Summary

Trademark Portfolio of US and Foreign cases for H. Muehlstein & Co., Inc.

Case No.	Mark	Country	Class	Application Number	Filing Date	Registration Number	Date Registered	Status
350-T-1	CERTENE	U.S.	001	75366,121	10/17/1997	2,425,459	1/30/2001	Registered
350-T-1	CERTENE	BOLIVIA	001	SM-5248-03	10/10/2003			Pending
350-T-1	CERTENE	BRAZIL	001	825981662	10/14/2003			Pending
350-T-1	CERTENE	CANADA	001	1,193,450	10/8/2003	TMA643,802	7/7/2005	Registered
350-T-1	CERTENE	CHILE	001	625,339	10/17/2003	690,196	4/7/2004	Registered
350-T-1	CERTENE	COLOMBIA	001	03097228	10/31/2003	281996	6/11/2004	Registered
350-T-1	CERTENE	COSTA RICA	001	2003-0007387	10/16/2003	145067	3/22/2004	Registered
350-T-1	CERTENE	Dominican Republic	001	2003-67523	10/22/2003	143729	9/14/2004	Registered
350-T-1	CERTENE	ECUADOR	001		1/20/2004			Pending
350-T-1	CERTENE	EL SALVADOR	001	35911-2003	10/9/2003	00029/00033	2/21/2005	Registered
350-T-1	CERTENE	European Union	001	003399912	10/10/2003	003399912	11/4/2005	Registered
350-T-1	CERTENE	GUATEMALA	001		10/13/2003			Pending
350-T-1	CERTENE	HONDURAS	001	27392/2003	10/10/2003	91534	7/21/2004	Registered
350-T-1	CERTENE	JAMAICA	001	44428	10/10/2003	44,428	11/17/2004	Registered
350-T-1	CERTENE	MEXICO	001	623,755	10/10/2003	847,047	8/17/2004	Registered
350-T-1	CERTENE	PANAMA	001	132050	11/27/2003	132050	8/31/2004	Registered
350-T-1	CERTENE	PERU	001	192703	10/13/2003	90094177	1/19/2004	Registered
350-T-1	CERTENE	TRINIDAD	001	34371	10/17/2003			Pending
350-T-1	CERTENE	CHINA	001	3764457	10/22/2003			Pending
350-T-10	MUEHLSTEIN	U.S.	017	76/489,294	2/11/2003	2,873,513	8/17/2004	Registered
350-T-10	MUEHLSTEIN	ALGERIA	017	032407	12/31/2003	66828	12/31/2003	Registered
350-T-10	MUEHLSTEIN	BOLIVIA	017		8/11/2003			Pending
350-T-10	MUEHLSTEIN	BRAZIL	017	SM-2564-03	8/11/2003			Pending
350-T-10	MUEHLSTEIN	CANADA	017	1,187,248	8/11/2003	TMA646,149	8/19/2005	Registered
350-T-10	MUEHLSTEIN	CHILE	017	625,143	10/14/2003	691,017	4/19/2004	Registered
350-T-10	MUEHLSTEIN	COLOMBIA	017	03068639	8/11/2003	298,216	6/10/2005	Registered
350-T-10	MUEHLSTEIN	COSTA RICA	017	2003-0005263	8/11/2003	146024	3/22/2004	Registered
350-T-10	MUEHLSTEIN	Dominican Republic	017	2003-65047	10/13/2003	141391	5/30/2004	Registered
350-T-10	MUEHLSTEIN	ECUADOR	017	139581	11/28/2003	29756	4/15/2004	Registered
350-T-10	MUEHLSTEIN	EL SALVADOR	017	20030040565	8/11/2003	00195/00024	10/27/2004	Registered
350-T-10	MUEHLSTEIN	European Union	017	003305778	8/11/2003	003305778	3/17/2005	Registered

# Stoll, Miskin & Badie

Case Tracking System

## Client Trademark Case Summary

Trademark Portfolio for of US and Foreign cases for H. Muehlstein & Co.

Case No.	Mark	Country	Class	Application Number	Filing Date	Registration Number	Date Registered	Status
350-T-10	MUEHLSTEIN	GUATEMALA	017		8/11/2003			Pending
350-T-10	MUEHLSTEIN	HONDURAS	017	20865/2003	8/11/2003	44,199	10/6/2004	Registered
350-T-10	MUEHLSTEIN	JAMAICA	017	44199	8/11/2003	314,203	11/25/2003	Registered
350-T-10	MUEHLSTEIN	MEXICO	017	614,136	8/11/2003	89402	12/8/2003	Registered
350-T-10	MUEHLSTEIN	MOKOCCO	017	89402	12/8/2003	129779	3/26/2004	Registered
350-T-10	MUEHLSTEIN	PANAMA	017	129779	8/11/2003	00097969	6/17/2004	Registered
350-T-10	MUEHLSTEIN	PERU	017	187578	8/11/2003	34329	2/17/2005	Registered
350-T-10	MUEHLSTEIN	Trinidad & Tobago	017	34329	9/30/2003			Pending
350-T-10	MUEHLSTEIN	TURKEY	017		10/17/2003			Pending
350-T-10	MUEHLSTEIN	ARGENTINA	017	2,500,731	3/12/2004	29201	12/8/2003	Registered
350-T-10	MUEHLSTEIN	TANGIER	017	29201	12/8/2003			Registered
350-T-11	TRINITY SPECIALTY COMPOUNDING, INC.	U.S.	001	76578,850	3/3/2004	2,996,617	9/20/2005	Registered
350-T-12	TRINITY logo	U.S.	001	76578,851	3/3/2004	2,965,999	7/12/2005	Registered
350-T-2	M design	U.S.	001	72134,895	12/29/1961	742,793	1/1/1963	Registered
350-T-3	CHANNEL POLYMERS	U.S.	001, 017, 035	75407,474	12/18/1997	2,258,942	7/6/1999	Registered
350-T-3	CHANNEL POLYMERS	CANADA 1	001	818,672	7/23/1996	489,192	2/3/1998	Registered
350-T-3	CHANNEL POLYMERS	CANADA 2	001, 017, 035	812,613	5/13/1996	488,855	1/30/1998	Registered
350-T-3	CHANNEL POLYMERS	MEXICO 1	001	268,596	7/17/1996	613,700	6/17/1999	Registered
350-T-3	CHANNEL POLYMERS	MEXICO 2	017	268,598	7/17/1996	613,701	6/17/1999	Registered
350-T-3-MEXICO_3	CHANNEL POLYMERS	MEXICO 3	039	268,600	7/17/1996	613,702	6/17/1999	Registered
350-T-30-CANADA	CHANNEL POLYMERS and POLYMER logo	CANADA	001, 017 & 042,818,871		7/23/1996	489,127	2/3/1998	Registered
350-T-30-MEXICO_1	CHANNEL POLYMERS and POLYMER logo	MEXICO 1	001	268,597	7/17/1996	633,339	11/25/1999	Registered
350-T-30-MEXICO_2	CHANNEL POLYMERS and POLYMER logo	MEXICO 2	017	268,599	7/17/1996	633,340	11/25/1999	Registered
350-T-30	CHANNEL POLYMERS and POLYMER logo	MEXICO 3	039	268,601	7/17/1996	633,341	11/25/1999	Registered

**Stoll, Miskin & Badie**  
Case Tracking System

**Client Trademark Case Summary**

**Trademark Portfolio for of US and Foreign cases for H. Muehlstein & Co.**

Case No.	Mark	Country	Class	Application Number	Filing Date	Registration Number	Date Registered	Status
350MI-T-30	CHANNEL POLYMERS and POLYMER logo	ARGENTINA 1	001	2,041,246	7/18/1996	1,747,889	8/6/1999	Registered
350MI-T-30	CHANNEL POLYMERS and POLYMER logo	ARGENTINA 2	017	2,041,247	7/18/1996	1,747,890	8/6/1999	Registered
350-T-4	NEW KID Logo	U.S.	001 & 017	75931,421	2/29/2000	2,643,026	11/5/2002	Registered
350-T-4	NEW KID Logo	ARGENTINA	001	2,293,643	6/29/2000	1,854,152	11/30/2001	Registered
350-T-4	NEW KID Logo	CANADA	001 & 017	1,048,832	2/29/2000	600,862	1/29/2004	Registered
350-T-4	NEW KID Logo	MEXICO	01	432,819	6/23/2000	671,125	8/31/2000	Registered
350-T-5	AQUATUF	U.S.	001	76/004,750	3/20/2000	2,607,998	8/13/2002	Registered
350-T-6	POLYMERLINE	U.S.	035	76/065,350	6/8/2000	2,967,375	7/12/2005	Registered
350-T-6	POLYMERLINE	CANADA		1099317	4/11/2001	TMA621,296	9/30/2004	Registered
350-T-7	FAST-TRAX	U.S.	035	76/171,017	11/27/2000	2,727,717	6/17/2003	Registered
350-T-8	POLYMER logo	U.S.	017	76/489,293	2/11/2003	2,794,458	12/16/2003	Registered
350-T-8	POLYMER logo	ALGERIA	017	040116	1/24/2004			Pending
350-T-8	POLYMER logo	BOLIVIA	017	SM-3807-03	11/24/2003			Pending
350-T-8	POLYMER logo	CANADA		1,199,903	12/18/2003	TMA 636,016	3/23/2005	Registered
350-T-8	POLYMER logo	CHINA	017	3836555	12/9/2003	3836555	1/28/2006	Registered
350-T-8	POLYMER logo	CTM	017	003433828	10/23/2003	003433828	5/6/2005	Registered
350-T-8	POLYMER logo	MEXICO	017	630,039	11/18/2003		11/30/2004	Registered
350-T-8	POLYMER logo	MOROCCO	017	90132	1/23/2004	90132	1/23/2004	Registered
350-T-8	POLYMER logo	TRINIDAD	017		12/10/2003			Pending
350-T-8	POLYMER logo	TURKEY	017		11/17/2003			Pending
350-T-8	POLYMER logo	TANGIER	017	29822	1/23/2004	29822	1/23/2004	Registered

# Stoll, Miskin & Badie




Case Tracking System

## Client Trademark Case Summary

Trademark Portfolio for of US and Foreign cases for H. Muehlstein & Co.


Case No.	Mark	Country	Class	Application Number	Filing Date	Registration Number	Date Registered	Status
350-T-9	M logo	U.S.	017	76489,295	2/11/2003	2,794,459	12/16/2003	Registered
350-T-9	M logo	BRAZIL	017	826133169	12/12/2003			Pending
350-T-9	M logo	CANADA		1,207,195	2/17/2004	TMA641,479	6/7/2005	Registered
350-T-9	M logo	CHILE	017	631,053	12/9/2003	694,892	6/9/2004	Registered
350-T-9	M logo	COLOMBIA	017	03,110,794	12/18/2003	286,967	9/15/2004	Registered
350-T-9	M logo	COSTA RICA	017	2003-0009155	12/18/2003	147,534	5/18/2004	Registered
350-T-9	M logo	Dominican Republic	017	2004-4251	12/19/2003	144601	10/30/2004	Registered
350-T-9	M logo	ECUADOR	017		1/20/2004			Pending
350-T-9	M logo	EL SALVADOR	017	37102/2003	12/10/2003	00039/00033	2/21/2005	Registered
350-T-9	M logo	GUATEMALA	017	2003-008838	12/10/2003			Pending
350-T-9	M logo	HONDURAS	017	32194/2003	12/11/2003	91509	7/19/2004	Registered
350-T-9	M logo	JAMAICA	017	44682	12/10/2003	44,682	12/29/2004	Registered
350-T-9	M logo	MEXICO	017	634,952	12/17/2003	876,341	4/19/2005	Registered
350-T-9	M logo	PANAMA	017	134259	4/1/2004	134259	4/1/2004	Registered
350-T-9	M logo	PERU	017	198342	12/12/2003	00095749	3/18/2004	Registered
350MI-T-90	MUEHLSTEIN and M logo	ARGENTINA 1	001	2,041,244	7/18/1996	1,643,506	9/3/1997	Registered
350MI-T-90	MUEHLSTEIN and M logo	ARGENTINA 2	017	2,041,245	7/18/1996	1,643,507	9/3/1997	Registered

H. Muehlstein & Co. Inc.

4.	M Stylized Letters 	17	76489295	2/11/2003	2794459	12/16/2003	H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2852 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT	REGISTERED	RENEWAL DUE: 12/16/2013
5.	MUEHLSTEIN DESIGN ONLY 	17	76489294 76489293	2/11/2003 2/11/2003	2873513 2794458	8/17/2004 8/16/2003	H. MUEHLSTEIN & CO., INC. H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2852 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT	REGISTERED REGISTERED	RENEWAL DUE: 8/17/2014 RENEWAL DUE: 8/16/2013
7.	FAST-TRAX 	35	76171017	11/27/2000	2727717	6/17/2003	H. MUEHLSTEIN & CO. INC. (THE NAME WAS	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT	REGISTERED	RENEWAL DUE: 6/17/2013


\*\*\*NOTE: ALTHOUGH A MARK IS ABANDONED, CANCELLED OR EXPIRED IN THE USPTO, THE MARK MAY STILL BE IN USE IN THE MARKETPLACE AND HAVE VALUE TO THE COMPANY.

**ANALYSIS OF IP PORTFOLIO OF RAVAGO/MUEHLSTEIN ENTITIES**  
**JANUARY 25, 2007**  
**26447-35660**

								REGISTERED WITHOUT THE (COMMA)		DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2852 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT		RENEWAL DUE: 8/13/2012 <del>SECURITY INTEREST</del>
8.	AQUATUF	1	76004750	3/20/2000	2607998	8/13/2002	H. MUEHLSTEIN & CO., INC.	H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2852 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT	REGISTERED	RENEWAL DUE: 8/13/2012 <del>SECURITY INTEREST</del>	
9.	DESIGN ONLY 	1 17	75931421	2/29/2000	2645026	11/5/2002	H. MUEHLSTEIN & CO., INC.	H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2852 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT	REGISTERED	RENEWAL DUE: 11/5/2012 <del>SECURITY INTEREST</del>	
10.	CHANNEL POLYMERS	1 17 35	75407474	12/18/1997	2258942	7/6/1999	H. MUEHLSTEIN & CO., INC.	H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2852 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT	REGISTERED	RENEWAL DUE: 7/6/2009 <del>SECURITY INTEREST</del>	
11.	CERTENE	1	75366121	10/1/1997	2425459	1/30/2001	H. MUEHLSTEIN & CO., INC.	H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2852 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT	REGISTERED	RENEWAL DUE: 1/30/2011 <del>SECURITY INTEREST</del>	
12.	CHANNEL POLYMERS	1 17 42	75035560	12/21/1995			H. MUEHLSTEIN & CO., INC.	H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 2/9/1996 DATE RECORDED: 3/15/1996 REEL: 1439 FRAME: 341 SECURITY INTEREST	ABANDONED	ABANDONED 2/28/1997 FOR FAILURE TO RESPOND <del>SECURITY INTEREST</del>	
13.	M and Design	1	72134895	12/29/1961	742793	1/1/1963	H. MUEHLSTEIN & CO., INC.	H. MUEHLSTEIN & CO., INC.	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 2/9/1996 DATE RECORDED: 3/15/1996 REEL: 1439 FRAME: 341 SECURITY INTEREST	RENEWED 1/1/2003	RENEWAL DUE: 1/1/2013 <del>SECURITY INTEREST</del>	

\*\*\*NOTE: ALTHOUGH A MARK IS ABANDONED, CANCELLED OR EXPIRED IN THE USPTO,  
THE MARK MAY STILL BE IN USE IN THE MARKETPLACE AND HAVE VALUE TO THE COMPANY.

**ANALYSIS OF IP PORTFOLIO OF RAVAGO/MUEHLSTEIN ENTITIES  
 JANUARY 25, 2007  
 26447-35660**

	14.	POLYMERLINE	35	76065350	6/8/2000	2967375	7/12/2005	H. MUEHLSTEIN & CO., INC. (SIC) [REDACTED] [REDACTED]	ASSIGNOR: H. MUEHLSTEIN & CO., INC. ASSIGNEE: CITICORP USA, INC. AS AGENT DATE EXECUTED: 4/14/2004 DATE RECORDED: 5/13/2004 REEL: 2652 FRAME: 1 AMENDED AND RESTATED HMC TRADEMARK SECURITY AGREEMENT	REGISTERED	RENEWAL DUE: 7/12/2015 OPPOSITION NO. 91153576 PLTF: GE POLYMERLAND, INC. TTAB #23: BOARD'S DECISION: DISMISSED W/PREJUDICE, 6/30/2004 ACTION TERMINATED 6/30/2004
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**Schedule B**  
**to**  
**Second Amended and Restated HMC Trademark Security Agreement**  
**Dated as of January 31, 2007**

**License Agreements**



*Schedule B to Second Amended and Restated  
Trademark Security Agreement*

LA1 873018

**TRADEMARK**  
**REEL: 003476 FRAME: 0311**



Schedule 4  
To  
SECURITY AGREEMENT  
Dated as of January 31, 2007

Intellectual Property

H. Muehlstein & Co. Inc. Licenses

- “Channel Prime Alliance” trademark licensed by H. Muehlstein & Co. Inc. to Channel Prime Alliance LLC pursuant to the License Agreement dated as of September 1, 2004 between H. Muehlstein & Co. Inc. and Channel prime Alliance LLC.
- “Polymer Molecule” logo trademark licensed by H. Muehlstein & Co. Inc. to Channel Prime Alliance LLC pursuant to the License Agreement dated as of September 1, 2004 between H. Muehlstein & Co. Inc. and Channel prime Alliance LLC.
- “New Kid” logo trademark licensed by H. Muehlstein & Co. Inc. to Channel Prime Alliance LLC pursuant to the License Agreement dated as of September 1, 2004 between H. Muehlstein & Co. Inc. and Channel prime Alliance LLC.
- “Certene” trademark licensed by H. Muehlstein & Co. Inc. to Channel Prime Alliance LLC pursuant to the License Agreement dated as of September 1, 2004 between H. Muehlstein & Co. Inc. and Channel prime Alliance LLC.
- “Pegasus” trademark licensed to H. Muehlstein & Co. Inc. pursuant to the Trademark and Tradename License Agreement effective February 9, 2001 among Mobil Oil Corporation, Mobil Petroleum Company, Inc. and Muehlstein Holding Corporation.

See Attached