

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Collateral Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertellus Specialties Inc.		12/10/2007	CORPORATION: INDIANA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	National City Bank
<b>Street Address:</b>	629 Euclid Avenue
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	Administrative Agent:

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	734402	9-11
Registration Number:	519635	A A
Registration Number:	571991	BAKERS
Registration Number:	574258	BAKERS
Registration Number:	1236891	BIOTHANE
Registration Number:	1420706	BUFFERITE
Registration Number:	858149	C
Registration Number:	2650643	CASFLEX
Registration Number:	2968110	CASID
Registration Number:	2891873	CASID UDA
Registration Number:	2650642	CASMATE
Registration Number:	1373202	CASPOL
Registration Number:	2953363	CASTORLATUM
Registration Number:	564387	CASTORWAX

CH \$1365.00 734402

Registration Number:	539707	CASTUNG
Registration Number:	385224	CASTUNG
Registration Number:	385959	CASTUNG
Registration Number:	975264	COCURE
Registration Number:	1368473	COSCAT
Registration Number:	857726	COTIN
Registration Number:	1678955	COTROL
Registration Number:	2799367	CRYSTAL LC
Registration Number:	591877	CRYSTAL O
Registration Number:	528397	DB
Registration Number:	711403	DB
Registration Number:	859905	DI-PIP
Registration Number:	2782318	EASY-FLO
Registration Number:	542077	FLEXRICIN
Registration Number:	546552	LUBRICIN
Registration Number:	1440953	MODI-FLEX
Registration Number:	1283955	NATURECHEM
Registration Number:	576667	P-
Registration Number:	442796	PARICIN
Registration Number:	837737	POLYCIN
Registration Number:	669472	POLYCIN
Registration Number:	542247	POLYCIN
Registration Number:	3250142	REILLCAT
Serial Number:	77217868	REILLEX
Registration Number:	3052812	REILLINE
Registration Number:	1009793	REILLY
Registration Number:	317774	REILLY
Registration Number:	1006176	REILLY
Registration Number:	1872180	SEALRITE
Registration Number:	2972849	STANTIV
Registration Number:	594724	SURFACTOL
Registration Number:	3260268	THE CHEMISTRY IS NATURAL
Registration Number:	3314651	VERTELLUS
Registration Number:	3314755	VERTELLUS
Registration Number:	2902303	VITRIDE

Registration Number:	399596	VORITE
Registration Number:	3196149	ZEMAC
Serial Number:	77195675	WE ARE PART OF YOUR LIFE
Serial Number:	78788372	ZESTAT
Serial Number:	78899365	VERTELLUS SPECIALTIES

**CORRESPONDENCE DATA**

Fax Number: (216)579-0212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216/586-7778  
Email: swhackwelder@jonesday.com  
Correspondent Name: Scott W. Hackwelder, Esq.  
Address Line 1: Jones Day, North Point, 901 Lakeside Ave  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	497400-121082/SK
NAME OF SUBMITTER:	Suzanne Koston
Signature:	/Suzanne Koston/
Date:	12/11/2007

**Total Attachments: 9**  
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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 10, 2007 ("Agreement"), between VERTELLUS SPECIALTIES INC., an Indiana corporation (together with its successors and assigns, the "Assignor"), and NATIONAL CITY BANK, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the First Lien Credit Agreement, dated as of December 10, 2007 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, VSI Acquisition Corp., a Delaware corporation, Vertellus Specialties Holdings Corp., a Delaware corporation, the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 10, 2007 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

VERTELLUS SPECIALTIES INC.

By:   
Name: Richard Preziosi  
Title: President and CEO

Accepted and acknowledged by:

NATIONAL CITY BANK, as Administrative Agent

By: \_\_\_\_\_  
Name: Frank Byrne  
Title: Vice President

STATE OF NEW YORK        )  
  ) ss.  
COUNTY OF New York    )

On the 6th day of December in the year 2007 before me, the undersigned, personally appeared Richard Preziotti, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sworn to before me, this 6th day of December 2007.

Elizabeth A. Murphy  
Notary Public

My Commission Expires: 2010

ELIZABETH A. MURPHY  
Notary Public, State of New York  
#4261979  
Qualified in Westchester County  
Term Expires January 1st, 2010

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

VERTELLUS SPECIALTIES INC.

By: \_\_\_\_\_  
Name: Richard Preziotti  
Title: President and CEO

Accepted and acknowledged by:

NATIONAL CITY BANK, as Administrative  
Agent

By: \_\_\_\_\_  
Name: Frank Byrne  
Title: Vice President



Schedule A  
to Collateral Assignment of  
Trademarks

Trademarks

Registration No.

## Vertellus Specialties Inc.

Trademark Report by Mark  
Country: US  
Status: ACTIVE

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>9-11</b>							
UNITED STATES	T03704US00	6/16/1961	72/122,152	7/17/1962	734,402	REGISTERED	01
<b>A A (STYLIZED)</b>							
UNITED STATES	T03690US00	12/31/1947	71/545,810	1/10/1950	519,635	REGISTERED	05
<b>BAKERS (STYLIZED)</b>							
UNITED STATES	T03705US00	11/20/1951	71/621,448	3/17/1953	571,991	REGISTERED	
UNITED STATES	T03705US01	11/24/1951	71/621,612	5/12/1953	574,258	REGISTERED	
<b>BIOTHANE</b>							
UNITED STATES	T03708US00	11/19/1980	73/286,524	5/10/1983	1,236,891	REGISTERED	01
<b>BUFFERITE</b>							
UNITED STATES	T03684US00	5/9/1986	73/597,840	12/16/1986	1,420,706	REGISTERED	01
<b>C (AND DESIGN) microscope inside the C</b>							
UNITED STATES	T03736US00	8/17/1967	72/278,470	10/8/1968	858,149	REGISTERED	
<b>CASFLEX</b>							
UNITED STATES	T03676US00	8/22/2001	76/303,402	11/12/2002	2,650,643	REGISTERED	01
<b>CASID</b>							
UNITED STATES	T03679US00	8/28/2002	78/158,831	7/12/2005	2,968,110	REGISTERED	01
<b>CASID UDA</b>							
UNITED STATES	T03689US00	8/28/2002	78/158,672	10/5/2004	2,891,873	REGISTERED	
<b>CASMATE</b>							
UNITED STATES	T03675US00	8/22/2001	76/303,401	11/12/2002	2,650,642	REGISTERED	01
<b>CASPOL</b>							
UNITED STATES	T03678US00	10/24/1984	73/505,404	12/3/1985	1,373,202	REGISTERED	01
<b>CASTORLATUM</b>							
UNITED STATES	T03693US00	4/3/2003	78/233,486	5/17/2005	2,953,363	REGISTERED	01
<b>CASTORWAX (STYLIZED)</b>							
UNITED STATES	T03700US00	2/23/1951	71/611,064	9/23/1952	564,387	REGISTERED	
<b>CASTUNG (STYLIZED)</b>							
UNITED STATES	T03695US00	2/16/1950	71/592,537	3/20/1951	539,707	REGISTERED	16
UNITED STATES	T03695US01	10/15/1940	71/436,955	2/18/1941	385,224	REGISTERED	01
UNITED STATES	T03695US02	6/7/1940	71/432,751	3/25/1941	385,959	REGISTERED	02
<b>COCURE</b>							
UNITED STATES	T03701US00	1/10/1972	72/412,266	12/25/1973	975,264	REGISTERED	01

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>COSCAT</b>							
UNITED STATES	T03686US00	10/30/1984	73/506,354	11/5/1985	1,368,473	REGISTERED	01
<b>COTIN</b>							
UNITED STATES	T03674US00	7/27/1967	72/276,921	10/1/1968	857,726	REGISTERED	06
<b>COTROL</b>							
UNITED STATES	T03699US00	3/5/1990	74/034,318	3/10/1992	1,678,955	REGISTERED	02
<b>CRYSTAL LC</b>							
UNITED STATES	T03687US00	8/28/2002	78/158,690	12/23/2003	2,799,367	REGISTERED	01
<b>CRYSTAL O</b>							
UNITED STATES	T03706US00	2/12/1953	71/642,123	6/29/1954	591,877	REGISTERED	05
<b>DB</b>							
UNITED STATES	T03691US00	2/23/1949	71/574,335	8/1/1950	528,397	REGISTERED	21
UNITED STATES	T03691US01	12/23/1958	72/064,807	2/21/1961	711,403	REGISTERED	01
<b>DI-PIP</b>							
UNITED STATES	T02918US00	6/7/1967	72/273,309	11/12/1968	859,905	REGISTERED	01
<b>EASY-FLO</b>							
UNITED STATES	T02925US00	7/14/2000	76/089,186	11/11/2003	2,782,318	REGISTERED	01
<b>FLEXRICIN (STYLIZED)</b>							
UNITED STATES	T03694US00	3/24/1950	71/594,515	5/8/1951	542,077	REGISTERED	
<b>LUBRICIN</b>							
UNITED STATES	T03697US00	2/23/1949	71/574,336	8/14/1951	546,552	REGISTERED	
<b>MODI-FLEX</b>							
UNITED STATES	T03734US00	4/1/1986	73/591,162	6/2/1987	1,440,953	REGISTERED	01
<b>NATURECHEM</b>							
UNITED STATES	T03677US00	6/29/1983	73/432,508	7/3/1984	1,283,955	REGISTERED	01
<b>P- (STYLIZED)</b>							
UNITED STATES	T03703US00	11/20/1951	71/621,444	6/30/1953	576,667	REGISTERED	01
<b>PARICIN (STYLIZED)</b>							
UNITED STATES	T03683US00	4/15/1947	71/520,677	5/31/1949	442,796	REGISTERED	01
<b>POLYCIN</b>							
UNITED STATES	T03682US00	8/18/1966	72/252,635	10/31/1967	837,737	REGISTERED	01
UNITED STATES	T03682US01	11/25/1957	72/041,228	11/11/1958	669,472	REGISTERED	
<b>POLYCIN (STYLIZED)</b>							
UNITED STATES	T03682US02	8/17/1948	71/563,596	5/15/1951	542,247	REGISTERED	
<b>REILLCAT</b>							
UNITED STATES	T02922US00	1/26/2005	76/629,382	6/12/2007	3,250,142	REGISTERED	01

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>REILLEX</b>							
UNITED STATES	T03595US00	6/28/2007	77/217,868			PENDING	
<b>REILLINE</b>							
UNITED STATES	T02923US00	1/26/2005	76/629,377	1/31/2006	3,052,812	REGISTERED	01
<b>REILLY</b>							
UNITED STATES	T02014US00	8/8/1974	73/028,913	5/6/1975	1,009,793	REGISTERED	01,02,5 17,19
<b>REILLY (AND DESIGN)</b>							
UNITED STATES	T02015US00	5/4/1934	71/350,909	10/2/1934	317,774	REGISTERED	6
UNITED STATES	T02015US01	9/6/1974	73/031,237	3/11/1975	1,006,176	REGISTERED	01,02,5 19
<b>SEALRITE</b>							
UNITED STATES	T03709US00	12/13/1993	74/469,516	1/10/1995	1,872,180	REGISTERED	04
<b>STANTIV</b>							
UNITED STATES	T03692US00	10/21/2002	78/176,604	7/19/2005	2,972,849	REGISTERED	01
<b>SURFACTOL</b>							
UNITED STATES	T03707US00	1/18/1954	71/659,592	9/7/1954	594,724	REGISTERED	01
<b>THE CHEMISTRY IS NATURAL</b>							
UNITED STATES	T03735US00	12/20/2005	78/777,533	7/10/2007	3,260,268	REGISTERED	35,42
<b>VERTELLUS</b>							
UNITED STATES	T03489US00	6/2/2006	78/899,355	10/16/2007	3,314,651	REGISTERED	01
<b>VERTELLUS (AND DESIGN)</b>							
UNITED STATES	T03492US00	7/14/2006	78/930,023	10/16/2007	3,314,755	REGISTERED	01
<b>VERTELLUS SPECIALTIES</b>							
UNITED STATES	T03490US00	6/2/2006	78/899,365			ALLOWED	01
<b>VITRIDE</b>							
UNITED STATES	T03688US00	11/26/2002	78/188,946	11/9/2004	2,902,303	REGISTERED	01
<b>VORITE</b>							
UNITED STATES	T03702US00	8/11/1942	71/454,855	1/19/1943	399,596	REGISTERED	01
<b>WE ARE PART OF YOUR LIFE</b>							
UNITED STATES	T03619US00	6/1/2007	77/195,675			PENDING	01
<b>ZEMAC</b>							
UNITED STATES	T03724US00	9/2/2005	78/706,105	1/9/2007	3,196,149	REGISTERED	01
<b>ZESTAT</b>							
UNITED STATES	T03719US00	1/10/2006	78/788,372			ALLOWED	05

END OF REPORT

TOTAL ITEMS SELECTED = 54