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
Summit Research Labs, Inc.		02/29/2008	CORPORATION: DELAWARE
Summit Research Labs Holding Corp.		02/29/2008	CORPORATION: DELAWARE
Reheis, Inc.		02/29/2008	CORPORATION: DELAWARE
WBS Carbons Acquisition Corp.		02/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MVC Capital, Inc., Administrative Agent	
Street Address:	287 Bowman Avenue	
Internal Address:	2nd Floor	
City:	Purchase	
State/Country:	NEW YORK	
Postal Code:	10577	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0543669	CHLORHYDROL
Registration Number:	1248027	MACROSPHERICAL
Registration Number:	0750744	REHEIS
Registration Number:	0793046	REHEIS
Registration Number:	0835381	REHEIS
Registration Number:	0794898	REHEIS
Registration Number:	0750743	REHEIS
Registration Number:	0817223	REHYDROL
Registration Number:	1180748	REZAL

CORRESPONDENCE DATA

900101008

TRADEMARK REEL: 003734 FRAME: 0181 0.54366

X 240.05

Fax Number: (312)416-4527

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

Email: arado@wildman.com

Correspondent Name: John J. Arado

Address Line 1: 225 W. Wacker Drive

Address Line 2: **Suite 3000**

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	John J. Arado
Signature:	/john j. arado/
Date:	03/07/2008

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2008, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of MVC Capital, Inc. ("<u>MVC</u>"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of February 29, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Summit Research Labs, Inc., a Delaware corporation ("<u>Borrower</u>"), Summit Research Labs Holding Corp., Reheis, Inc., WBS Carbons Acquisition Corp., the Lenders from time to time party thereto and MVC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Section 7. <u>Intercreditor Agreement</u>. Notwithstanding anything to the contrary in this Trademark Security Agreement, the security interest granted to the Administrative Agent and the exercise by the Administrative Agent of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 29, 2008, among the Administrative Agent, the Grantors party hereto, and Churchill Financial LLC.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Summit Research Labs, Inc., as Grantor

By:

Shivani Khurana, Assistant Secretary

Summit Research Labs Holding Company, as Grantor

Ву:

Shivani Khurana, Assistant Secretary

Reheis, Inc., as Grantor

By:

Shivani Khurana, Assistant Secretary

WBS Carbons Acquisition Corp., as Grantor

By:

Shivani Khurana, Assistant Secretary

ACCEPTED AND AGREED as of the date first above written:

MVC Capital, Inc., as Administrative Agent

By:

Puneet Sanan, Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF <u>New York</u>
COUNTY OF <u>Wastonister</u> ss.

On this 27day of February, 2008 before me personally appeared Shivani Khurana, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Summit Research Labs, Inc., who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

JULIE M MCKEON Notary Public, State of New York No. 01MC6127132 Qualified in Westchester County Commission Expires May 23, 2009

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

STATE OF New York)
COUNTY OF WEST Wester

On this 21 day of February, 2008 before me personally appeared Shivani Khurana, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Summit Research Labs Holding Company, who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

JULIE M MCKEON Notary Public, State of New York No. 01MC6127132 Qualified in Westchester County Commission Expires May 23, 2009

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

STATE OF New YO(K)
COUNTY OF West Chaster

On this <u>27</u> day of February, 2008 before me personally appeared Shivani Khurana, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Reheis, Inc., who being by me duly sworn did depose and say that she/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she/he acknowledged said instrument to be the free act and deed of said corporation.

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JULIE M MCKEON Notary Public, State of New York No. 01MC6127132 Qualified in Westchester County Commission Expires May 23, 2009

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

STATE OF NEW YORK)
COUNTY OF NEW YORK

On this <u>T</u> day of February, 2008 before me personally appeared Shivani Khurana, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WBS Carbons Acquisition Corp., who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

JULIE M MCKEON Notary Public, State of New York No. 01MC6127132 Qualified in Westchester County Commission Expires May 23, 2009

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

ACQUIRED BY BORROWER FROM REHEIS, INC. AT CLOSING

1. Trademark registrations and applications

Country	Mark	Registration Number	Registration	Renewal
		Number	Date	Due
AUSTRALIA	CHLORHYDROL	B412120	5/10/1988	7/20/2015
BENELUX	CHLORHYDROL	405056	7/19/1984	7/19/2014
CANADA	CHLORHYDROL	310064	1/3/1986	1/3/2016
DENMARK	CHLORHYDROL	VR02153/85	7/19/1985	7/19/2015
FINLAND	CHLORHYDROL	98482	5/5/1987	5/5/2017
GERMANY	CHLORHYDROL	1099620	11/26/1986	7/31/2014
GREAT BRITAIN	CHLORHYDROL	B961735	10/19/1973	6/30/2015
IRELAND	CHLORHYDROL	B115082	7/19/1984	7/19/2015
ITALY	CHLORHYDROL	723146	1/19/1987	7/31/2014
JAPAN	CHLORHYDROL	1945512	4/30/1987	4/30/2017
PHILIPPINES	CHLORHYDROL	41334	10/17/1988	10/17/2008
SOUTH AFRICA	CHLORHYDROL	1984/6410	1/6/1995	7/19/2014
SOUTH KOREA	CHLORHYDROL	115007	7/30/1985	7/30/2015
SWEDEN	CHLORHYDROL	194838	2/15/1985	2/15/2015
SWITZERLAND	CHLORHYDROL	335186	1/15/1985	7/19/2014
U.S.	CHLORHYDROL	543669	6/12/1971	6/12/2011
VENEZUELA	CHLORHYDROL	124694	5/21/1986	5/21/2011
U.S.	MACROSPHERICAL	1248027	8/16/1983	8/16/2013
ARGENTINA	REHEIS	16484767	5/3/1985	10/27/2017
AUSTRALIA	REHEIS	A412119	5/8/1987	7/20/2015
AUSTRIA	REHEIS	60241	9/6/1977	9/30/2017
BANGLADESH	REHEIS	21003	8/4/1984	8/4/2021
BENELUX	REHEIS	405057	7/19/1984	7/19/2014
CANADA	REHEIS	311179	2/7/1986	2/7/2016
CHINA	REHEIS	1282600	6/14/1999	6/13/2009
COLOMBIA	REHEIS	117070	8/31/1987	8/31/2012
DENMARK	REHEIS	3424/67	12/7/1987	12/1/2017
FINLAND	REHEIS	98327	4/21/1987	4/21/2017
FRANCE	REHEIS	1433396	7/28/1967	7/31/2017
GERMANY	REHEIS	1129460	8/27/1987	8/31/2017
GREAT BRITAIN	REHEIS	911041	3/18/1968	6/22/2012
HONG KONG	REHEIS	19851438	6/27/1985	7/22/2015
INDIA	REHEIS	424736	9/3/1984	7/23/2015

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Country	Mark	Registration Number	Registration Date	Renewal Due
IRELAND	REHEIS	112916	7/19/1984	7/19/2015
ITALY	REHEIS	790932	4/7/1989	7/18/2015
MEXICO		 		9/7/2017
	REHEIS	314428	6/16/1986	8/10/2014
NEW ZEALAND NORWAY	REHEIS REHEIS	84334 73282	6/19/1988	6/19/2016
PHILIPPINES	REHEIS	4-2004-005680	12/21/1997	12/21/2017
SINGAPORE	REHEIS		12/25/2006	12/25/2016
		T84/03948	7/25/1991	7/25/2011
SOUTH AFRICA	REHEIS	B67/2273	3/4/1968	5/30/2017
SPAIN	REHEIS	1090552	2/9/1988	2/9/2008 Renewal being processed by foreign agent
SWEDEN	REHEIS	199656	1/31/1986	1/31/2016
SWTZERLAND	REHEIS	357597	2/3/1988	9/25/2017
TAIWAN	REHEIS	311820	1/16/1996	1/15/2016
UNITED STATES	REHEIS	750744	6/11/1983	6/11/2013
UNITED STATES	REHEIS	793046	7/20/1965	7/20/2015
UNITED STATES	REHEIS	835381	9/16/1987	9/16/2017
VENEZUELA	REHEIS	124884-F	5/27/1986	5/27/2011
CHINA	REHEIS & DESIGN	1282599	6/14/1999	6/13/2009
JAPAN	REHEIS (IN KATAKANA)	2577402	9/30/1993	9/30/2013
UNITED STATES	REHEIS FINE CHEMICALS & DESIGN	794898	8/24/1985	8/24/2015
UNITED STATES	REHEIS FINE CHEMICALS & DESIGN	750743	6/11/1963	6/11/2013
DENMARK	REHYDROL	VR005081967	2/17/1987	2/17/2017
FRANCE	REHYDROL	1365107	7/25/1986	7/31/2016
GERMANY	REHYDROL	867897	8/6/1966	8/31/2016
GREAT BRITAIN	REHYDROL	898949	5/20/1968	9/1/2011
ITALY lapsed due to non-renewal - refiled see below	REHYDROL	215131	9/1/1996	9/1/2006
ITALY	REHYDROL	App. No. MI2007C012852	Filed: December 12, 2007	Being processed by foreign agent
NEW ZEALAND	REHYDROL	81875	4/23/1968	8/8/2015
SOUTH AFRICA	REHYDROL	66/3215	11/15/1967	8/8/2016
SWITZERLAND	REHYDROL	349241	12/9/1986	5/26/2016
U.S.	REHYDROL	817223	10/25/1986	10/25/2016
GERMANY	REZAL	1099955	4/12/1986	7/31/2015
GREAT BRITAIN	REZAL	1246679	7/22/1985	7/22/2016
IRELAND	REZAL	116580	10/15/1986	7/19/2016
SOUTH AFRICA	REZAL	85/5247	7/2/1986	7/19/2015

Country	Mark	Registration Number	Registration Date	Renewal Due
U.S.	REZAL	1180748	12/8/1981	12/8/2011

REEL: 003734 FRAME: 0192

RECORDED: 03/07/2008