

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EKC HUNGARY KFT		04/18/2008	COMPANY: HUNGARY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A. LONDON BRANCH		
<b>Street Address:</b>	14th Floor, Citigroup Centre		
<b>Internal Address:</b>	Canada Square, Canary Wharf		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E145LB		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2414433	MIRRO-CLEAN	
Registration Number:	2277721	MIRRO-CLAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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<b>ATTORNEY DOCKET NUMBER:</b>	729751.00001		
<b>DOMESTIC REPRESENTATIVE</b>			

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Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Nanda P.B.A. Kumar
Signature:	/Nanda P.B.A. Kumar/
Date:	04/18/2008

**Total Attachments: 24**

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THIS AGREEMENT is dated 18 April, 2008

BETWEEN:

- (1) EKCHUNGARY KFT, as security provider (the **Security Provider**); and
- (2) CITIBANK, N.A., LONDON BRANCH, as security agent for the Finance Parties party to the Credit Agreement described below (in this capacity the **Agent**).

BACKGROUND:

The Security Provider enters into this Agreement in connection with the Agreement, dated as of the date hereof (the **Credit Agreement**), between the Security Provider, CP Industries Holdings, Inc., the persons listed as guarantors on Schedule I thereto, the financial institutions listed as lenders on Schedule I thereto, the Security Agent, Citicorp International Limited, as facility agent, and the mandated lead arrangers identified therein.

IT IS AGREED as follows:

## 1. INTERPRETATION

### 1.1 Other Definitions

In this Agreement:

"Agency"

means any nation, government, province, state, or any political subdivision, instrumentality, ministry, department, agency, court, tribunal, authority, corporation, commission or other body or entity of, or under the direct or indirect control of, any of the foregoing, including any central bank or other fiscal or monetary authority.

"Agent's Lien"

means the security interest granted to the Agent for the benefit of the Finance Parties under Clause 2.1 (Grant) of this Agreement.

"Bankruptcy Code"

means the United States Bankruptcy Code of 1978.

"Collateral"

means all current and future right, title and interest of the Security Provider in, to and under all Intellectual Property Rights, of any kind or nature whatsoever and proceeds and products of, and accessions thereto, all books, records, files and papers whether in hard copy, computer format or any other medium now or hereafter developed, relating to the Intellectual Property Rights.

Notwithstanding the foregoing, Collateral shall not include any property, right or interest in which a security interest may not be granted under applicable law or under enforceable contractual restrictions binding on the Security Provider or where the grant of a security

interest would render the Collateral invalid or unenforceable, for so long as such prohibition or reason exists.

**"Copyrights"**

means all domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by the Grantor (including, without limitation, all copyrights described in Schedule I hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, restorations, reversions, continuations, and extensions or renewals thereof.

**"Intellectual Property Rights"**

Patents, Trademarks, and Copyrights including those created after the date of the Purchase Agreement.

**"Patents"**

means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, discoveries, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, and other general intangibles of like nature, now existing or hereafter acquired (including, without limitation, all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, discoveries, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Schedule II hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals, or improvements thereof.

**"Secured Obligations"**

means:

- (a) the Loans and all other amounts payable under the Finance Documents;
- (b) all other obligations of the Security Provider under the Finance Documents;
- (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and
- (d) any of the foregoing that arises after the filing of a petition by or against the Security Provider under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

**"Trademarks"**

means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, fictitious names, Internet domain names, trade styles, designs, logos, symbols and other source or business identifiers, rights of publicity and

all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Grantor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, fictitious names, Internet domain names, trade styles, designs, logos, symbols and other source or business identifiers, and rights of publicity described in Schedule III hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all modifications or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of the Grantor relating to the distribution of products and services in connection with which any of such marks are used.

"UCC"

means the Uniform Commercial Code as in effect from time to time in the State of New York.

### 1.3 Construction

- (a) Capitalized terms defined in the Credit Agreement have, unless otherwise defined in this Agreement, the same meaning in this Agreement.
- (b) The provisions of Clause 1.2 (Construction) of the Credit Agreement apply to this Agreement as though they were set out in full in this Agreement except that references to the Credit Agreement are to be construed as references to this Agreement.
- (c) No reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of Collateral by the Security Provider.
- (d) "Includes" and "including" are not limiting.
- (e) "Or" is not exclusive.
- (f) "All" includes "any" and "any" includes "all".
- (g) The term "law" includes any law, regulation, regulatory requirement, rule, ordinance, ruling, decision, treaty, directive, order, guideline, regulation, policy, writ, judgment, injunction or request of any court or other governmental, inter-governmental or supranational body, fiscal or monetary authority, or other ministry or public entity (and their interpretation, administration and application).
- (h) A reference to a law is a reference to that law as amended or re-enacted.
- (i) Section headings used in this Agreement are for convenience only. They are not a part of this Agreement and shall not be used in construing it.

## 2. CREATION AND PERFECTION OF SECURITY INTEREST

### 2.1 Grant

As security for the prompt and complete payment and performance of the Secured Obligations when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Lenders to make the Loans, the Security Provider hereby

pledges, assigns, transfers and grants to the Agent for the benefit of the Finance Parties a continuing security interest in and to the Collateral.

## 2.2 Continuing security interest

- (a) This Agreement creates a continuing security interest in the Collateral and will remain in full force and effect until the irrevocable and indefeasible payment in full of the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.
- (b) If, at any time for any reason (including the bankruptcy, insolvency, receivership, reorganization, dissolution or liquidation of the Security Provider or the appointment of any receiver or conservator of, or agent or similar official for, the Security Provider or any of its properties), any payment received by the Agent or any other Finance Party in respect of the Secured Obligations is rescinded or avoided or must otherwise be restored or returned by the Agent or that other Finance Party, that payment shall not be considered to have been made for purposes of this Agreement, and this Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made. The Agent may, acting reasonably, concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

## 2.3 Notice of security interest

The Security Provider authorizes the Agent, in its own name, at any time and from time to time after the occurrence and during the continuance of an Event of Default, to give notice to any person of this Agreement and the Agent's Lien and to communicate with any person for any reasonable purpose relating to any Collateral, including for the purpose of auditing the Collateral.

## 2.4 Authority to file financing statements

The Security Provider authorizes the Agent to prepare and file with all relevant agencies (including the United States Patent and Trademark Office, the United States Copyright Office, or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), at the Security Provider's expense, short-form security agreements and financing statements describing the Collateral, as well as continuation statements and amendments in respect of those security agreements and financing statements, without the signature of the Security Provider where permitted by law. If the Security Provider's signature is required, the Security Provider shall furnish the same promptly upon request by the Agent. A photocopy or other reproduction of this Agreement or any financing statement covering any Collateral shall be sufficient as a financing statement where permitted by law.

## 2.7 No liability

The Security Provider represents, warrants and agrees that:

- (a) its liabilities and obligations under contractual obligations that constitute part of the Collateral shall not be affected by this Agreement or the exercise by the Agent of its rights under this Agreement;
- (b) neither the Agent nor any other Finance Party, unless it expressly agrees in writing, shall have any liabilities or obligations under any contractual obligation that

constitutes part of the Collateral as a result of this Agreement, the exercise by the Agent of its rights under this Agreement or otherwise; and

- (c) neither the Agent nor any other Finance Party has or shall have any obligation to collect upon or enforce any contractual obligation or claim that constitutes part of the Collateral, or to take any other action with respect to the Collateral.

### **3. REPRESENTATIONS AND WARRANTIES**

#### **3.1 Representations and warranties**

The Security Provider makes the representations and warranties set out in this Clause 3 to each Finance Party.

#### **3.2 State of incorporation and name**

- (a) The Security Provider is organized under the laws of Hungary;
- (b) The Security Provider's exact legal name, as it appears in the public records of its jurisdiction of incorporation, is EKC Hungary Kft;
- (c) The Security Provider's organizational identification number is Cg – 01 -09-896957;
- (d) The Security Provider has not changed its name, whether by amendment of its charter, reorganization, merger or otherwise, since its date of organization; and
- (e) The Security Provider has not conducted, and does not conduct, business under any name or trade name other than its legal name indicated in paragraph (b) above.

#### **3.3 Ownership of Collateral**

Except as permitted under of the Credit Agreement, after giving effect to the Acquisition,:

- (a) the Security Provider is the sole legal and beneficial owner of, and has good and valid title to and has rights in and the power to transfer the Collateral, and none of the Collateral is subject to any Security Interest other than the Agent's Lien and Permitted Security Interests;
- (b) the Security Provider has not sold, conveyed, exchanged, disposed of, assigned, transferred, encumbered, or licensed, leased or granted any option, warrant or right with respect to, any of the Collateral, or agreed or contracted to do any of the foregoing; and
- (c) no effective mortgage, lien, Security Interest, deed of trust, financing statement, security agreement or other instrument similar in effect which is not a Security Document is on file or of record in the office of any Agency with respect to any Collateral, except with respect to Permitted Security Interests.

#### **3.4 Nature of Collateral**

None of the Collateral is or will be collateral of the type described in Section 9-311(a) of the UCC other than copyrights in respect of which filings will be made with the United States Copyright Office within 30 days after the date of this Agreement.

### 3.5 Litigation

Except as would not be reasonably likely to have a Material Adverse Effect:

- (a) no litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened, nor has any claim been asserted, involving or affecting the Collateral (including the claim that any item of Collateral violates, infringes or misappropriates the rights of any third party); and
- (b) none of the Collateral is subject to any order, writ, injunction, execution or attachment.

### 3.6 Intellectual Property Rights

- (a) The Intellectual Property Rights owned by the Security Provider are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted and the Security Provider does not to its knowledge, in carrying on its business using the Intellectual Property Rights, infringe any Intellectual Property Rights of any third party to an extent which is reasonably likely to have a Material Adverse Effect.
- (b) The Intellectual Property Rights owned by the Security Provider are free of any Security Interests (save for those created by or pursuant to this Agreement or permitted under the Credit Agreement) and any other rights or interests (including any licenses) in favor of third parties.
- (c) To its knowledge, no Intellectual Property Right owned by the Security Provider is being infringed, nor is there any threatened infringement of any Intellectual Property Right, in either case which is reasonably likely to have a Material Adverse Effect.
- (d) All Intellectual Property Rights forming part of the Collateral are valid, subsisting, enforceable and in full force and effect, except to the extent which is not reasonably likely to have a Material Adverse Effect.
- (e) The Security Provider has secured all consents, permissions, releases, authorizations and waivers necessary for the full and continued exploitation of the Collateral, and has fully performed all obligations with respect thereto, except to the extent failure to comply would not be reasonably likely to have a Material Adverse Effect.

### 3.7 Status of security

- (a) This Agreement confers the security interest it purports to confer over the Collateral subject only to Permitted Security Interests, and the Collateral is not subject to any Security Interest (whether prior, pari passu or subordinate) other than the Agent's Lien and Permitted Security Interests and, subject to the provisions of section 552 of the U.S. Bankruptcy Code, the Agent's Lien in Collateral in existence on the date of this Agreement is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.
- (b) The description of the Collateral contained in this Agreement is true and correct and is sufficient to describe the Collateral for the purpose of creating, attaching, and perfecting the security interest intended to be created by this Agreement.



- (c) As of the first Utilisation Date, all necessary and appropriate deliveries, notices, recordings, filings, and registrations have been effected to perfect a first-priority security interest (subject only to Permitted Security Interests) in all Collateral in favor of the Agent for the benefit of the Finance Parties in all relevant jurisdictions, and the Agent has as of the first Utilisation Date, and will continue, except as to after-acquired Collateral as to which the Security Provider is diligently and in good faith in the process of perfecting the Agent's Lien, to have until the Finance Parties have been repaid in full and the Agent's Lien has been released, a duly and validly created, attached, perfected and enforceable first-priority security interest in all Collateral, and each element and component thereof, in all relevant jurisdictions.

### 3.8 Times for making representations and warranties

The representations and warranties set out in this Clause 3:

- (a) are made on the date of this Agreement; and
- (b) are deemed to be repeated in full by the Security Provider on the date of each Request and the first day of each Term with reference to the facts and circumstances then existing.

### 3.9 Survival

The representations and warranties of the Security Provider contained in this Agreement or made by the Security Provider in any certificate, notice or report delivered under this Agreement will survive each Utilisation Date, the making and repayment of the Loans, and any novation, transfer or assignment of the Loans.

## 4. UNDERTAKINGS

### 4.1 Undertakings

The Security Provider covenants and agrees that, so long as any Lender has any commitment under the Credit Agreement and until payment in full of the Secured Obligations, it will perform and observe each of the undertakings in this Clause 4.

### 4.2 Existence

- (a) Except as permitted by the Credit Agreement, the Security Provider will preserve its existence and will not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets provided that the Security Provider will provide the Agent 30 days prior written notice of any such action.
- (b) The Security Provider will not change the jurisdiction of its organization without providing the Agent with 30 days' prior written notice, which notice shall reference this Section 4.2(b) and shall be accompanied by a draft UCC-1 or UCC-3 Financing Statement (or other documents necessary to ensure the priority of the Agent's Security Interest is not adversely affected by such change), in form suitable for filing in the relevant filing office, noting the change in the Security Provider's jurisdiction of organization.
- (c) The Security Provider must not change its name without providing the Agent with 30 days' prior written notice, which notice shall reference this Section 4.2(c) and shall be

accompanied by a draft UCC-3 Financing Statement, in form suitable for filing in the relevant filing office, noting the change in the Security Provider's name.

#### 4.3 Records, inspection rights and information

- (a) The Security Provider will not keep or maintain any documents relating to or evidencing Collateral or original copyright and trademark registration certificates in any jurisdiction where it would impair the perfection of the Agent's Lien.
- (b) The Security Provider agrees to permit the Agent and its agents and representatives, from time to time on reasonable notice (which shall not be less than 5 Business Days) and during normal business hours (but no more frequently than once in any calendar year except upon the occurrence and during the continuance of an Event of Default), to inspect the Collateral, to examine and make copies of and abstracts from the records referred to in paragraph (a) above and to discuss matters relating to the Security Provider, its records and the Collateral directly with the Security Provider's officers and auditors.
- (c) Upon request, the Security Provider shall provide the Agent with such information relating to the Collateral (including the location of the records of the Security Provider and the records and documents relating to or evidencing Collateral) as the Agent shall reasonably request.

#### 4.5 No disposition or Encumbrance of Collateral

- (a) Except as permitted by the Credit Agreement and Clause 4.5(b) below:
  - (i) the Security Provider shall maintain good, marketable and valid title to the Collateral and will at all times warrant and defend its title to, and the Agent's Lien on, the Collateral against all Security Interests other than the Agent's Lien and Permitted Security Interests; and
  - (ii) the Security Provider shall not sell, convey, exchange, dispose of, assign, transfer, pledge, license, lease or encumber, or grant any option, warrant, or right with respect to, any of the Collateral, or agree or contract to do any of the foregoing other than the granting of licences for distribution, exhibition or other exploitation of the Intellectual Property Rights forming part of the Collateral in the ordinary course of business and shall not suffer to exist any Security Interest in the Collateral other than the Agent's Lien and Permitted Security Interests.
- (b) The Security Provider shall take all actions necessary to ensure that the Agent has and continues to have in all relevant jurisdictions a duly and validly created, attached, perfected and enforceable first-priority security interest in the Collateral (including after-acquired Collateral), except for Permitted Security Interests. Immediately upon acquiring rights in any Collateral, the Security Provider shall inform the Agent or its designated agent to the extent the Agent is required to perfect its interest in that Collateral by taking possession and shall immediately upon request by the Agent deliver possession of such Collateral to the Agent.

#### 4.6 Notice requirements

The Security Provider will give the Agent prompt written notice of the occurrence of any of the following events:

- (a) any pending or threatened claim, objection, protest, demand, suit, legal action, arbitration or other proceeding involving or affecting the Security Provider or the Collateral which could reasonably be expected to impair the Collateral (other than immaterial items of Collateral) or the Agent's Lien thereon or the Agent's rights under this Agreement or have any other Material Adverse Effect;
- (b) any material loss of any intellectual property protection (including lapsing into the public domain) for any element or component of the Collateral; or
- (c) any representation or warranty contained in this Agreement is or becomes untrue, incorrect or incomplete in any material respect.

In each notice delivered under this Clause, the Security Provider will include reasonable details concerning the occurrence that is the subject of the notice as well as the Security Provider's proposed course of action in respect thereto, if any. Delivery of a notice under this Clause will not affect the Security Provider's obligations to comply with any other provision of this Agreement.

#### 4.7 Taxes and claims

The Security Provider shall pay all taxes, assessments, filing fees, registration fees, renewal fees, maintenance fees and charges imposed on Collateral and all claims against the Collateral prior to the date on which any of the foregoing results in the creation of an Security Interest against Collateral (other than immaterial items of Collateral), except to the extent any such taxes or claims are being contested by appropriate proceedings in good faith and with respect to which the Security Provider has established adequate reserves.

#### 4.8 Litigation

In any suit, legal action, arbitration or other proceeding involving the Collateral, the Security Provider will take all lawful action to avoid impairment of the Agent's Lien or the Agent's rights under this Agreement.

#### 4.9 Intellectual Property Rights

The Security Provider shall:

- (a) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep the Intellectual Property Rights which are material to its business in force;
- (b) if requested to do so by the Agent, make entries in any public register of its Intellectual Property Rights which either record the existence of this Agreement or the restrictions on disposal effected by this Agreement;
- (c) take such commercially appropriate steps (which may be in accordance with past practices) as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights which are material to its business and (without prejudice to paragraph (a) above):
  - (i) take all other steps which are reasonably practicable to maintain and preserve its interests in them; and

- (ii) take all steps directed by the Agent to be taken to preserve the security over the Intellectual Property Rights created by this Agreement.
- (d) not, without the prior consent of the Agent (except as permitted under the Credit Agreement):
  - (i) sell, transfer, license or otherwise dispose of all or any part of those Intellectual Property Rights except in the ordinary course of trade; or
  - (ii) permit any Intellectual Property Right which is material to its business to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise.
- (e) inform the Agent promptly of any attachments regarding any and all of the Intellectual Property Rights or any other similar measures which may impair or jeopardise the Agent's rights relating to the Intellectual Property Rights. In the event of an attachment, the Security Provider undertakes to forward to the Agent without undue delay a copy of the attachment order and all other documents necessary for a defence against the attachment. The Security Provider shall inform the attaching creditor promptly that the Intellectual Property Rights have been transferred to the Agent;
- (f) notify the Agent promptly of any other legal action in relation to or in connection with the Intellectual Property Rights or any other measure which would adversely affect the validity or the enforceability of this Agreement or which would cause an Event of Default to occur;
- (g) within 30 days of the filing of any application in respect of Intellectual Property Rights or the acquisition of any registered Intellectual Property Rights, deliver to the Agent a notice of such application or acquisition, which notice shall reference this Section 4.9(g) and shall be accompanied by drafts of any documents or filings needed to perfect the Agent's Security Interest in such Intellectual Property Rights ("Additional Intellectual Property Rights"). Such report shall be signed by a representative of the Security Provider. Upon the Security Provider's receipt of such report, the Additional Intellectual Property Rights shall become subject to this Agreement and shall be included in the definition "Intellectual Property Rights". The Security Provider authorizes the Agent to prepare and file with all relevant agencies (including the United States Patent and Trademark Office, the United States Copyright Office, or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), at the Security Provider's expense, supplemental short-form security agreements and financing statements describing the Additional Intellectual Property Rights, without the signature of the Security Provider where permitted by law;
- (h) take all necessary and reasonable steps to pursue any pending application to obtain the grant of the Intellectual Property Rights and to maintain the Intellectual Property Rights unless this is economically not desirable; and
- (i) use the Intellectual Property Rights as registered continuously, without interruptions, in order to ensure and maintain the validity of the Intellectual Property Rights, unless this is economically not desirable.

## 5. RIGHTS AND REMEDIES

### 5.1 Agent's rights upon default

Upon the occurrence and during the continuation of an Event of Default, the Agent may, in its sole discretion, take any of the following actions, in each case at the Security Provider's expense and without prior notice to the Security Provider except as required under applicable law:

- (a) give notice of the Event of Default to any person, collect proceeds of and other amounts payable in respect of Collateral and enforce all rights of the Security Provider in the Collateral;
- (b) take possession of any Collateral;
- (c) transfer or assign to, or register in the name of, the Agent or its nominees any of the Collateral;
- (d) exercise all consent and other rights relating to any Collateral;
- (e) assert, institute, file, defend, settle, compromise, adjust, discount or release any claim constituting or relating to any Collateral;
- (f) foreclose its security interest in the Collateral or institute any other proceedings in respect of Collateral;
- (g) dispose of Collateral in accordance with Clause 5.4 (Disposition of Collateral) or in any other manner permitted by law; and
- (h) exercise any other right or remedy available to the Agent under applicable law, the other Finance Documents, or any other agreement between the parties.

The Agent may exercise the rights and remedies described in this Clause in such order, at such times and in such manner as the Agent may determine from time to time

### 5.2 Power of attorney

- (a) The Security Provider irrevocably constitutes and appoints the Agent, with full power of substitution, as the Security Provider's true and lawful attorney-in-fact, in the Security Provider's name or in the Agent's name or otherwise, and at the Security Provider's expense, to take any of the actions described in Clause 5.1 (Agent's rights upon default) upon the occurrence and during the continuation of an Event of Default, without notice to or the consent of the Security Provider.
- (b) This power of attorney is a power coupled with an interest and cannot be revoked. The Security Provider ratifies and confirms, and waives any and all rights and remedies with respect to, all actions taken by the Agent or its agents under this power of attorney.

### 5.3 Other rights of Agent

- (a) The Agent will have, with respect to the Collateral, in addition to the rights and remedies set forth in this Agreement, all of the rights and remedies available to a secured party under applicable law and under the UCC (whether or not the UCC

applies to the affected Collateral and regardless of whether or not the UCC is the law of the jurisdiction where the rights or remedies are asserted) as if those rights and remedies were fully set forth in this Agreement.

- (b) The Agent may at any time and from time to time release or relinquish any right, remedy, or security interest it has with respect to a particular item of Collateral without releasing, relinquishing, or in any way affecting its rights, remedies, or security interests with respect to any other item of Collateral.

#### 5.4 Disposition of Collateral

After the occurrence and during the continuation of an Event of Default:

- (a) the Security Provider agrees, at the request of the Agent, promptly and at its own expense, to assemble any or all of the Collateral, and make it available to the Agent, at any place designated by the Agent which is reasonably convenient to the Security Provider and the Agent;
- (b) the Agent will be entitled to sell or otherwise exploit the Collateral on any terms it reasonably determines to be commercially reasonable, and the Security Provider agrees that a private sale or a sale on extended payment terms, for future delivery or in exchange for property, stock or other consideration will not be deemed in and of itself to be commercially unreasonable. The Collateral may be sold or otherwise exploited in one lot as an entirety or in separate parcels. The Agent is expressly authorized to grant, with or without compensation, options to purchase or acquire rights in Collateral;
- (c) the Agent or any Finance Party may purchase or acquire rights in any of the Collateral sold at any public sale and, to the extent permitted by applicable law, may purchase or acquire rights in any of the Collateral sold at any private sale, including by a credit bid;
- (d) the Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral;
- (e) the Security Provider agrees that, unless prohibited by applicable law, the Agent need not give more than ten days' notice to the Security Provider of the time and place of any public sale of Collateral or of the time after which a private sale of Collateral may take place, and that ten day's notice will constitute reasonable notice under all circumstances. The Agent will not be obligated to hold any sale pursuant to any such notice and may, without notice or publication, adjourn any public or private sale by announcement at the time and place fixed for the sale. A subsequent sale may be held at the time and place designated in that announcement without further notice or publication. The Agent has no obligation to give the Security Provider notice of any sale if the Security Provider has executed a waiver of notice after an Event of Default;
- (f) to the extent permitted by applicable law, the Security Provider irrevocably waives any right it may have to demand of performance or other demand, advertisement, judicial hearing, or notice to it or any other person in connection with the collection, sale, or other disposition of, or realization upon, Collateral; and

- (g) before any sale or disposition of Collateral, the Agent at its option may cause any or all of the Collateral to be improved, repaired or reconditioned in such manner and to such extent as the Agent may reasonably deem advisable. Without waiver of any of its rights and remedies hereunder, the Agent may settle, pay or discharge any or all taxes, Security Interests and other charges with respect to Collateral. All sums expended by the Agent in doing so will constitute Secured Obligations secured by the Agent's Lien. The Agent will have no duty to take any action authorized by this Clause, and no sale of Collateral will be deemed to have been commercially unreasonable by reason of the Agent's decision not to take any such action.

#### 5.5 No marshaling or right of redemption

- (a) Except to the extent required by applicable law, the Agent will not be required to marshal any Collateral or any guaranties of the Secured Obligations, or to resort to any item of Collateral or any guaranty in any particular order, and the Agent's rights with respect to the Collateral and any guaranties will be cumulative and in addition to all other rights, however existing or arising. To the extent permitted by applicable law, the Security Provider irrevocably waives, and agrees that it will not invoke or assert, any law requiring or relating to the marshaling of Collateral or any other law which might cause a delay in or impede the enforcement of the Agent's rights under this Agreement or any other Agreement.
- (b) To the extent permitted by applicable law, the Security Provider irrevocably waives, and agrees that it will not invoke or assert, any rights to equity of redemption or other rights of redemption, appraisement, valuation, stay, extension, or moratorium that it may have in equity, at law, or otherwise with respect to any Collateral. To the extent permitted by applicable law, the sale or other transfer or disposition under this Agreement of any right, title, or interest of the Security Provider in any item of Collateral will operate to permanently divest the Security Provider and all persons claiming under or through the Security Provider of that right, title, or interest, and will be a perpetual bar, both at law and in equity, to any claims by the Security Provider or any person claiming under or through the Security Provider with respect to that item of Collateral.

#### 5.6 Application of proceeds

Any moneys received in connection with the Collateral by the Agent after this Security has become enforceable must be applied in the following order of priority:

- (a) **first**, in or towards payment of or provision for all costs and expenses incurred by the Agent or any other Finance Party in connection with the enforcement of this Security;
- (b) **second**, in or towards payment of, or provision for, the Secured Liabilities; and
- (c) **third**, in payment of the surplus (if any) to the Security Provider or any other person entitled to it under applicable law.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from the Security Provider.

## 5.7 Agent's duties

- (a) The grant to the Agent under this Agreement of any right or power does not impose upon the Agent any duty to exercise that right or power. The Agent will have no obligation to take any steps to preserve any claim or other right against any person or with respect to any Collateral.
- (b) The Security Provider has the risk of loss of the Collateral. To the extent permitted by applicable law, the Security Provider waives all claims against the Agent, the other Finance Parties, or their respective agents arising out of the repossession, taking, retention, storage, operation, sale or other exploitation or disposition of the Collateral or, notwithstanding the provisions of Clause 5.2(b), actions taken pursuant to the power of attorney granted under Clause 5.2, other than claims arising out of their respective gross negligence or willful misconduct. The Security Provider agrees that the Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Agent accords its own property. The Security Provider waives any claim it may have based on the allegation or fact that the price obtained for Collateral sold or otherwise disposed of at a private sale was less than could have been obtained for the same Collateral at a public sale. All risk of loss, damage, diminution in value, or destruction of the Collateral will be borne by the Security Provider, except to the extent caused by the Agent's gross negligence or willful misconduct. The Agent will have no responsibility for any act or omission of any, licensee, agent, or any other person. The Agent will have no responsibility to the Security Provider for any act or omission of the Agent, except to the extent such act or failure to act constitutes gross negligence or willful misconduct by the Agent as finally determined by a court of competent jurisdiction.
- (c) The Agent makes no express or implied representations or warranties with respect to any Collateral or other property released to the Security Provider or its successors and assigns.
- (d) The Agent will be accountable only for such proceeds as the Agent actually receives as a result of the exercise of its rights under this Agreement, and delivery or other accounting of those proceeds or the Collateral by the Agent to the Security Provider or the holders at the time of the Secured Obligations will discharge the Agent of all liability with respect to the Collateral.
- (e) Except as set forth in this Clause or as required under applicable law, the Agent will have no duties or obligations under this Agreement or otherwise with respect to the Collateral.
- (f) The Security Agent shall be entitled to refrain from providing any consents, exercising any right, power or discretion vested in it as agent hereunder unless and until instructed by the Majority Lenders as to whether or not such right, power or discretion is to be exercised or such consent to be provided and, if it is to be exercised, as to the manner in which it should be exercised.

## 6. MISCELLANEOUS

### 6.1 Further assurances

At any time and from time to time upon the request of the Agent, the Security Provider will execute and deliver such further documents and instruments and do such other acts as the



Agent may reasonably request in order to effect fully the purposes of this Agreement, to create, perfect, maintain, and preserve a continuing first-priority security interest (subject only to Permitted Security Interests) in all present and future Collateral in favor of the Agent for the benefit of the Finance Parties; to maintain and preserve the Collateral and all rights and interests therein and related thereto; to facilitate any sale or other disposition (in accordance with this Agreement) of or other realization upon Collateral and to make any sale or other disposition of or other realization upon Collateral valid, binding, and in compliance with applicable law.

## 6.2 Costs and Indemnity

(a) Without prejudice to the provisions of Clause 26 of the Credit Agreement, the Security Provider will pay to the Agent all costs incurred by the Agent for the purpose of enforcing its rights under this Agreement, including:

- (i) costs of foreclosure;
- (ii) costs of obtaining money damages; and
- (iii) the fees of attorneys employed by the Agent for any purpose related to this Agreement or the Secured Obligations, including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration.

(b) Without prejudice to the provisions of Clause 25 of the Credit Agreement, the Security Provider agrees to indemnify and hold harmless the Agent, the other Finance Parties and their respective affiliates, directors, officers, shareholders, employees, representatives and agents from and against all claims, liabilities, obligations, losses, damages, penalties, judgments, costs and expenses of any kind (including attorney's fees and expenses) which may be imposed on, incurred by or asserted against any of them by any person (including any Finance Party) in any way relating to or arising out of:

- (i) the Agent's Lien;
- (ii) the Collateral;
- (iii) this Agreement or any default under or breach of this Agreement by the Security Provider;
- (iv) any action taken or omitted by the Agent under this Agreement or any exercise or enforcement of rights or remedies under this Agreement; or
- (v) any sale or other disposition or exploitation of or any realization on Collateral in accordance with this Agreement,

but the Security Provider will not be liable to an indemnified party to the extent any liability results from that indemnified party's gross negligence or willful misconduct. Payment by an indemnified party will not be a condition precedent to the obligations of the Security Provider under this indemnity.

(c) This Clause 6.2 will survive the initial Utilisation Date, the making and repayment of the Loans and any novation, transfer or assignment of the Loans.

**6.3 Successors**

This Agreement shall be binding upon and inure to the benefit of the Security Provider and the Agent and their respective successors and assigns, except that the Security Provider may not assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the Agent. The Security Provider waives and will not assert against any assignee of the Agent (or any Finance Party for which it acts) any claims, defenses or set-offs which the Security Provider could assert against the Agent (or any assigning Finance Party) except for defenses which cannot be waived under applicable law. The foregoing sentence shall not affect the validity or invalidity of any such claims, defenses or set-offs to the extent asserted against the Agent or any assigning Finance Party, as applicable.

**6.4 Amendments and Waivers**

Any term of this Agreement may be amended or waived only by the written agreement of the Security Provider and the Agent. The Agent may effect, on behalf of any Finance Party, an amendment or waiver permitted under this Clause 6.

**6.5 Rights cumulative**

The rights of the Security Provider and the Agent under this Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of either such party's rights under applicable law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

**6.6 Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

**6.7 Counterparts**

This Agreement may be executed in counterpart, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**6.8 Notices**

- (a) All notices or other communications under or in connection with this Agreement shall be given in writing. Any such notice will be deemed to be given as follows:
  - (i) if by mail or courier, when delivered; and

(ii) if by facsimile, when sent with confirmation of transmission.

However, a notice given in accordance with the above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

(b) The address and facsimile number of the Security Provider is:

Address: 204, Raheja Centre, Free Press Journal Marg, 214, Nariman Point,  
Mumbai -- 400 021  
Fax: 91 22 2287 0720  
Attention: Mr. P.K. Khurana

With copy to:

Address: Reed Smith LLP, 2500 One Liberty Place, Philadelphia, PA 19103  
Fax: 1.215.851.1420  
Attention: Scott M. Esterbrook, Esq.

or such other as the Security Provider may notify to the Agent by not less than five Business Days notice.

(c) The address and facsimile number of the Agent are:

Address: 14<sup>th</sup> Floor, Citigroup Centre, Canada Square, Canary Wharf, London  
E145LB  
Fax: +44 207 500 5857 / 44 207 500 5877  
Attention: Agency and Trust

or such other as the Agent may notify to the Security Provider by not less than five Business Days' notice.

## 6.9 Jurisdiction

(a) For the benefit of the Agent, the Security Provider agrees that any New York State court or Federal court sitting in the City and County of New York has jurisdiction to settle any disputes in connection with this Agreement and accordingly submits to the jurisdiction of those courts.

(b) The Security Provider:

(i) waives objection to the New York State and Federal courts on grounds of personal jurisdiction, inconvenient forum or otherwise as regards proceedings in connection with this Agreement; and

(ii) agrees that a judgment or order of an New York State or Federal court in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

(c) Nothing in this Clause limits the right of the Agent or any other Finance Party to bring proceedings against the Security Provider in connection with this Agreement:

(i) in any other court of competent jurisdiction; or

(ii) concurrently in more than one jurisdiction.

#### **6.10 Complete Agreement**

This Agreement contains the complete agreement between the parties on the matters to which it relates and supersedes all prior commitments, agreements and understandings, whether written or oral, on those matters.

#### **6.11 Waiver of Jury Trial**

THE SECURITY PROVIDER AND THE AGENT (FOR ITSELF AND ON BEHALF OF THE FINANCE PARTIES) WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

#### **6.12 Governing Law**

This Agreement is governed by the internal laws of the State of New York without application of the conflicts of laws principles thereof other than Section 5-1401 of the New York General Obligations Law, except to the extent that the validity, perfection or enforcement of any security interest granted under this Agreement or any remedy in respect of any particular Collateral is mandatorily governed by the law of another jurisdiction.

#### **6.13 Release of Agent's Lien**

Upon the termination of all Commitments and the irrevocable and indefeasible payment in full of all Secured Obligations, the Agent will, upon the written request of the Security Provider and at the Security Provider's expense, take all reasonable measures to effect or evidence the release of the Collateral from the Agent's Lien.

#### **6.14 Service of Process**

The Security Provider irrevocably appoints Corporation Services Company, 80 State Street Albany NY12207-2543, Albany County, as its agent for service of process in relation to proceedings before any courts located in the State of New York in connection with this Agreement.

(d) The Security Provider agrees to maintain an agent for service of process in the State of New York until the end of the Security Period;

(e) The Security Provider agrees that failure by a process agent to notify the Security Provider of the process will not invalidate the proceedings concerned;

(f) The Security Provider consents to the service of process relating to any proceedings by a notice given in accordance with Clause 6.8 (Notices) above; and

- (g) If the appointment of the person mentioned in paragraph (a) above ceases to be effective, the Security Provider must immediately appoint a further person in the State of New York to accept service of process on its behalf in the State of New York, and, if the Security Provider does not appoint a process agent within 15 days, the Security Provider authorizes the Security Agent to appoint a process agent for the Security Provider.

The undersigned, intending to be legally bound, have executed and delivered this Agreement on the date stated at the beginning of this Agreement.

SIGNATORIES

Security Provider:

EKC HUNGARY KFT

By:

*Corsetti*

Agent

CITIBANK, N.A., LONDON BRANCH, as Agent for and on behalf of the Finance Parties

By:

SIGNATORIES

Security Provider

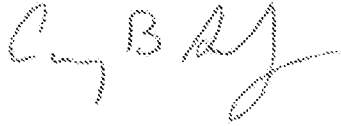
EKC HUNGARY KFT

By:

Agent

CITIBANK, N.A., LONDON BRANCH, as Agent for and on behalf of the Finance Parties

By:



Cary Schmeizer  
Director, Client Transaction Group  
Citibank N.A.  
3 Temasek Avenue #08-01  
Centennial Tower  
Singapore 038190

SCHEDULE I  
Copyrights

None.



SCHEDULE II  
Patents

1. Patent Title: Inert-Metal Lined, Seamless Steel-Body Cylinder

Country	Status	App Number Pub Number	Filing Date Pub Date	Patent Number	Issue Date
U.S.A.	Issued	08956605	10/23/1997	6,089,399	7/18/2000

SCHEDULE III  
Trademarks

Mirro-Clad, Reg. No. 2,277,721, registered in the U.S.A. on 9/14/99, expires 9/14/09.

Mirro-Clean, Reg. No. 2,414,433, registered in the U.S.A. on 12/19/00, expires 12/19/10