

# 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>
Wellman, Inc.		01/29/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust Company		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890-0001		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77290479	AQUACLEAR TI	
Serial Number:	77512571	ECOSPUN2	
Serial Number:	77512576	THE POWER OF MAXIMUM PERFORMANCE	
Serial Number:	77512565	THE POWER OF PERFORMANCE	
Serial Number:	77290476	ULTRECLER TI	
Registration Number:	2572932	FORTREL ECOSPUN THE RENEWABLE RESOURCE	
Registration Number:	2050866	PERMACLEAR	
Registration Number:	2722261	PERMACLEAR HP	
Registration Number:	3159283	PERMACLEAR TI	
Registration Number:	2513405	SENSURA	
Registration Number:	2858633	THERMACLEAR TI	
Registration Number:	3230151	WELLCARE ADM	
Registration Number:	0861209	WELLENE	
Registration Number:	2374121	WELLMAN	

CH \$390.00 77290479

900126767

**TRADEMARK**  
**REEL: 003933 FRAME: 0312**

Registration Number:	0819688	WELLSTRAND
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**CORRESPONDENCE DATA**

Fax Number: (214)969-4343

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

Phone: 2149692761

Email: kthiesse@akingump.com

Correspondent Name: Karen Thiesse

Address Line 1: 1700 Pacific Ave, Suite 4100

Address Line 4: Dallas, TEXAS 75201-4675

ATTORNEY DOCKET NUMBER:	685999-0001
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NAME OF SUBMITTER:	Karen Thiesse
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Signature:	/Karen Thiesse/
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Date:	02/10/2009
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**Total Attachments: 17**

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source=6331563\_TM\_Recordation\_Agrmt\_Wellman#page17.tif

<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>			
Please record the attached original documents or copy thereof.			
<b>1. Name of conveying party(ies):</b>  Wellman, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other : _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b>  Name: <u>Wilmington Trust Company.</u> Street Address: <u>1100 North Market Street</u> City: <u>Wilmington</u> State: <u>Delaware</u> Country: <u>U.S.A.</u> Zip: <u>19890-0001</u>  <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> Limited Partnership    Citizenship _____ <input type="checkbox"/> General Partnership    Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>U.S.A.</u> <input type="checkbox"/> Other _____      Citizenship _____  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)		
<b>3. Nature of conveyance:</b>  Execution Date(s): <u>1/29/2009</u>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____			
<b>4. Application Number(s) or registration number(s) and identification or description of the Trademark:</b>  If this document is being filed together with a new application, the execution date of the application is:  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>A. Trademark Application No.(s)</b>  77/290,479      77/512,571  77/512,576      77/512,565  77/290,476 </td> <td style="width: 50%; vertical-align: top;"> <b>B. Trademark Registration No.(s)</b>  2,572,932    2,050,866    2,722,261  3,159,283    2,513,405    2,858,633  3,230,151    0861209    2,374,121    0819688 </td> </tr> </table> <b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>		<b>A. Trademark Application No.(s)</b> 77/290,479      77/512,571 77/512,576      77/512,565 77/290,476	<b>B. Trademark Registration No.(s)</b> 2,572,932    2,050,866    2,722,261 3,159,283    2,513,405    2,858,633 3,230,151    0861209    2,374,121    0819688
<b>A. Trademark Application No.(s)</b> 77/290,479      77/512,571 77/512,576      77/512,565 77/290,476	<b>B. Trademark Registration No.(s)</b> 2,572,932    2,050,866    2,722,261 3,159,283    2,513,405    2,858,633 3,230,151    0861209    2,374,121    0819688		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  David L. Odum AKIN GUMP STRAUSS HAUER & FELD LLP P.O. Box 688 Dallas, TX 75313-0688 Direct Dial: 214-969-4280 E-mail: <a href="mailto:trademarkdallas@akingump.com">trademarkdallas@akingump.com</a>	<b>6. Total number of applications and Registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">15</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41).....\$390.00</b> <input checked="" type="checkbox"/> Authorization to charged to Deposit Account. <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b>  Deposit Account Number: <u>010657</u> Authorized User Name: <u>Karen Thiesse</u>		
<b>9. Signature:</b> <u>/Karen L. Thiesse/</u> <u>February 10, 2009</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <u>Karen L. Thiesse</u>  Name of Person Signing </div> <div style="width: 40%; text-align: center;"> Date </div> <div style="width: 20%; text-align: right;"> Total number of pages including cover sheet, attachments, and documents:      <span style="border: 1px solid black; padding: 2px 10px;">17</span> </div> </div>			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0141, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2009 (the "Trademark Security Agreement"), by WELLMAN, INC., a Delaware corporation ("Grantor"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation, in its capacity as trustee ("Trustee") and collateral agent (in such capacity, the "Collateral Agent") under the Indenture, dated the date hereof, by and among Wellman Holdings, Inc., a Delaware corporation (the "Company"), as issuer, the guarantors party thereto and Wilmington Trust Company, as Trustee and Collateral Agent (as such indenture may hereafter be amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), pursuant to which the Company has issued its 5.00% Convertible Third Lien Subordinated Notes due 2019 (the "Notes").

### WITNESSETH:

WHEREAS, Grantor and the Collateral Agent are parties to the Indenture and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Security Agreement (as hereinafter defined) and this Trademark Security Agreement (all of the foregoing, together with the Indenture, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Note Documents");

WHEREAS, as a condition to the acceptance of the Notes by the Holders, Grantor has agreed to execute and deliver to the Collateral Agent, for the benefit of itself, the Trustee and the Holders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself, the Trustee and the Holders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

#### 1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture or the Security Agreement.

#### 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Collateral Agent, on behalf of itself, Trustee and the Holders, a continuing security interest in and lien on all of Grantor's right, title and interest in, to and under

the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether by stated maturity, by acceleration, by prepayment or otherwise (including the payment of amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Note Obligations (as such term is defined in the Indenture) of Grantor:

(a) all right, title and interest in and to all of its Trademarks and all applications for registration, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office or in any similar office or agency in any other country or jurisdiction, including but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time;

(b) all rights of Grantor in all present and future agreements containing a license of Trademarks to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all income, fees, royalties or other payments at any time due or payable with respect to the foregoing, including, without limitation, payments under all license at any time entered into in connection therewith;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;

(f) all rights corresponding thereto throughout the world with respect to the foregoing; and

(g) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any of its Trademarks or Trademarks licensed under any Trademark license (to the extent that Grantor is permitted to bring such claim under the applicable Trademark license) or (ii) injury to the goodwill associated with any of its Trademarks or any Trademarks licensed under any Trademark license (to the extent that Grantor is permitted to bring such claim under the applicable Trademark license) and any licenses royalties, income, payments, claims, damages and proceeds of suit of any of the foregoing..

The foregoing grant of security interest shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding of such Trademark application, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Collateral.

Trademark Collateral shall not include Excluded Property (as defined in the Indenture).

**3. SECURITY AGREEMENT.**

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself, the Trustee and the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with any provision of the Security Agreement, the provisions of the Security Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Note Documents.

**4. INTERCREDITOR AGREEMENT.**

Each of the Company and each Guarantor agrees, and each Holder, whether or not such Holder is a signatory thereto or hereto, by accepting or acquiring a Note or the rights or benefits thereunder agrees, to be, and that such Person is, bound by the terms of the Intercreditor Agreement, including the payment and lien subordination provisions contained therein and authorizes the Trustee and the Collateral Agent to give effect to such terms. Notwithstanding anything herein to the contrary, each Holder and the Collateral Agent acknowledges that the Lien and security interest granted to the Collateral Agent pursuant hereto and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. For the avoidance of doubt, any obligation hereunder of any Grantor to deliver Trademark Collateral or proceeds thereof to the Collateral Agent or any other Person, shall be satisfied by delivery of such Trademark Collateral or proceeds thereof to the Person and in the manner required under the Intercreditor Agreement. In the event of a conflict or any inconsistency between the terms of the Intercreditor Agreement on the one hand and this Trademark Security Agreement on the other hand, the terms of the Intercreditor Agreement shall prevail. In the event of a conflict or any inconsistency between the terms of the Indenture on the one hand and this Trademark Security Agreement on the other hand, the terms of the Indenture shall prevail.

**5. GOVERNING LAW.**

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

**6. COUNTERPARTS.**

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

WELLMAN, INC.

By: Keith Phillips  
Name: KEITH R. PHILLIPS  
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

#### ACKNOWLEDGMENT OF GRANTOR

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

On this 29 day of JANUARY 2009, before me personally appeared KEITH PHILLIPS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wellman, Inc., who being by me duly sworn did depose and say that 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 he acknowledged said instrument to be the free act and deed of said corporation.

Julian A. Williams  
Notary Public

JULIAN A. WILLIAMS  
Notary Public, State of New York  
No. 01W16193377  
Qualified in Queens County  
Commission Expires Sept. 15, 2012

[Signature Page to Third Lien Trademark Security Agreement]



IN WITNESS WHEREOF, 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.

WELLMAN, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY  
as Collateral Agent

By: Michael G. Oller, Jr.  
Name: Michael G. Oller, Jr.  
Title: Assistant Vice President

ACKNOWLEDGMENT OF GRANTOR

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

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wellman, Inc., who being by me duly sworn did depose and say that 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 he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

*[Signature Page to Third Lien Trademark Security Agreement]*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

U.S. TRADEMARKS (with Application/Registration numbers, as applicable)

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
AQUACLEAR TI	U.S. Federal	Pending ITU	77/290479	9/27/2007	Wellman, Inc.
ECOSPUN2	U.S. Federal	Pending ITU	77/512571	7/1/2008	Wellman, Inc.
THE POWER OF MAXIMUM PERFORMANCE	U.S. Federal	Pending ITU	77/512,576	7/1/2008	Wellman, Inc.
THE POWER OF PERFORMANCE	U.S. Federal	Pending ITU	77/512,565	7/1/2008	Wellman, Inc.
ULTRECLAR TI	U.S. Federal	Pending, ITU	77/290476	9/27/2007	Wellman, Inc.
FORTREL ECOSPUN THE RENEWABLE RESOURCE	U.S. Federal	Registered	2572932	5/28/2002	Wellman, Inc.
PERMACLEAR	U.S. Federal	Registered	2050866	4/8/1997	Wellman, Inc.
PERMACLEAR HP	U.S. Federal	Registered	2722261	6/3/2003	Wellman, Inc.
PERMACLEAR TI	U.S. Federal	Registered	3159283	10/17/2006	Wellman, Inc.
SENSURA	U.S. Federal	Registered	2513405	11/27/2001	Wellman, Inc.
THERMACLEAR TI	U.S. Federal	Registered	2858633	6/29/2004	Wellman, Inc.
WELLCARE ADM	U.S. Federal	Registered	3230151	4/17/2007	Wellman, Inc.
WELLENE	U.S. Federal	Registered	0861209	12/3/1968	Wellman, Inc.
WELLMAN	U.S. Federal	Registered	2374121	8/8/2000	Wellman, Inc.
WELLSTRAND	U.S. Federal	Registered	0819688	12/6/1966	Wellman, Inc.

FOREIGN TRADEMARKS (with Application/Registration numbers, as applicable)

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FILLWELL	Benelux	Registered	719348	8/30/2002	Wellman, Inc.
PERMACLEAR	Benelux	Registered	597107	5/15/1996	Wellman, Inc.
PERMACLEAR HP	Benelux	Registered	0698082	8/1/2002	Wellman, Inc.
SENSURA	Benelux	Registered	7114444	12/2/2002	Wellman, Inc.
THERMACLEAR TI	Benelux	Registered	732291	10/1/2003	Wellman, Inc.
WELLENE	Benelux	Registered	760529	1/10/2005	Wellman, Inc.
WELLMAN	Benelux	Registered	584767	10/1/1996	Wellman, Inc.
AQUACLEAR TI	Brazil	Pending	829395075	10/2/2007	Wellman, Inc.
ECOCLEAR	Brazil	Registered	819492426	3/23/1999	Wellman, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
ECOCLEAR	Brazil	Registered	819492442	3/23/1999	Wellman, Inc.
PERMACLEAR	Brazil	Registered	819492434	9/11/2001	Wellman, Inc.
PERMACLEAR HP	Brazil	Pending	824042980	6/25/2001	Wellman, Inc.
PERMACLEAR TI	Brazil	Registered	824599101	4/24/2007	Wellman, Inc.
ULTRECLAR TI	Brazil	Pending	829395067	10/2/2007	Wellman, Inc.
WELLCARE ADM	Brazil	Pending	825623928	6/26/2003	Wellman, Inc.
WELLMAN	Brazil	Registered	819081809	11/28/2000	Wellman, Inc.
WELLMAN	Brazil	Registered	819081868	9/5/2000	Wellman, Inc.
AQUACLEAR TI	Canada	Pending	1365556	9/28/2007	Wellman, Inc.
ECOCLEAR	Canada	Registered	TMA478203	6/26/1997	Wellman, Inc.
ECOSPUN2	Canada	Pending	1397690	6/2/2008	Wellman, Inc.
FILLWELL	Canada	Registered	TMA664711	5/19/2006	Wellman, Inc.
PERMACLEAR	Canada	Registered	TMA486957	12/12/1997	Wellman, Inc.
PERMACLEAR HP	Canada	Registered	TMA617600	8/25/2004	Wellman, Inc.
PERMACLEAR TI	Canada	Registered	TMA667203	7/10/2006	Wellman, Inc.
THE POWER OF MAXIMUM PERFORMANCE	Canada	Pending	1401833	7/1/2008	Wellman, Inc.
THE POWER OF PERFORMANCE	Canada	Pending	1397689	6/2/2002	Wellman, Inc.
THERMACLEAR TI	Canada	Registered	TMA620143	9/20/2004	Wellman, Inc.
ULTRECLAR TI	Canada	Pending	TMA365557	9/28/2007	Wellman, Inc.
WELLENE	Canada	Registered	TMA210473	11/7/1975	Wellman, Inc.
ECOCLEAR	Chile	Registered	537955	4/5/1999	Wellman, Inc.
PERMACLEAR	Chile	Registered	547503	9/8/1999	Wellman, Inc.
PERMACLEAR HP	Chile	Registered	619354	1/23/2002	Wellman, Inc.
PERMACLEAR TI	Chile	Registered	644526	10/8/2002	Wellman, Inc.
WELLMAN	Chile	Registered	476524	1/13/1997	Wellman, Inc.
WELLMAN	Chile	Registered	476525	1/13/1997	Wellman, Inc.
PERMACLEAR HP	Colombia	Registered	253006	8/13/2002	Wellman, Inc.
PERMACLEAR TI	Colombia	Registered	301877	8/30/2005	Wellman, Inc.
WELLCARE ADM	Colombia	Registered	282539	3/29/2004	Wellman, Inc.
FILLWELL	Community Trademarks	Pending	5020565	3/30/2006	Wellman, Inc.
WELLCARE ADM	Costa Rica	Registered	144.904	2/26/2004	Wellman, Inc.
PERMACLEAR	Croatia	Registered	Z960566	5/21/1996	Wellman, Inc.
PERMACLEAR	Czech Republic	Registered	204798	10/30/1997	Wellman, Inc.
FILLWELL	Denmark	Registered	VR 1973 02380	8/10/1983	Wellman, Inc.
PERMACLEAR	Denmark	Registered	1996 7005 VR	12/20/1996	Wellman, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
PERMACLEAR HP	Denmark	Registered	VR 2001-02795	6/29/2001	Wellman, Inc.
THERMACLEAR TI	Denmark	Registered	VR 2003 01066	3/25/2003	Wellman, Inc.
WELLMAN	Denmark	Registered	VR 01.4381998	4/6/1998	Wellman, Inc.
ECOCLEAR	Finland	Registered	204847	2/28/1997	Wellman, Inc.
FILLWELL	Finland	Registered	66743	10/5/1987	Wellman, Inc.
PERMACLEAR	Finland	Registered	204355	1/31/1997	Wellman, Inc.
THERMACLEAR TI	Finland	Registered	228495	9/30/2003	Wellman, Inc.
WELLENE	Finland	Registered	72112	2/21/1990	Wellman, Inc.
AQUACLEAR TI	France	Registered	07 3545701	12/21/2007	Wellman, Inc.
ECOCLEAR	France	Registered	96 625420	5/14/1996	Wellman, Inc.
FILLWELL	France	Registered	1219268	11/13/1992	Wellman, Inc.
PERMACLEAR	France	Registered	96 625421	5/14/1996	Wellman, Inc.
PERMACLEAR HP	France	Registered	01/3107405	11/23/2001	Wellman, Inc.
SENSURA	France	Registered	01 3118018	2/1/2002	Wellman, Inc.
THERMACLEAR TI	France	Registered	023200743	11/14/2003	Wellman, Inc.
WELLENE	France	Registered	1275978	6/15/1984	Wellman, Inc.
WELLMAN	France	Registered	95 599382	7/19/1996	Wellman, Inc.
AQUACLEAR TI	Germany	Pending	307 83 622.3	12/28/2007	Wellman, Inc.
ECOCLEAR	Germany	Registered	396 22 228	1/19/2000	Wellman, Inc.
FILLWELL	Germany	Registered	879365	10/23/1969	Wellman, Inc.
FILLWELL II	Germany	Registered	911022	10/16/1973	Wellman, Inc.
PERMACLEAR	Germany	Registered	39622227	12/11/1996	Wellman, Inc.
PERMACLEAR HP	Germany	Registered	30138983	7/16/2002	Wellman, Inc.
SENSURA	Germany	Registered	30150845	12/20/2001	Wellman, Inc.
THERMACLEAR TI	Germany	Registered	30262565	5/21/2003	Wellman, Inc.
W Logo	Germany	Registered	901721	1/29/1973	Wellman, Inc.
WELLMAN	Germany	Registered	39551886	7/22/1996	Wellman, Inc.
WELLSTRAND	Germany	Registered	871995	8/14/1970	Wellman, Inc.
THERMACLEAR TI	Great Britain	Registered	2319874	12/19/2003	Wellman, Inc.
ECOCLEAR	Greece	Registered	130558	9/17/1998	Wellman, Inc.
PERMACLEAR	Greece	Registered	130557	9/17/1998	Wellman, Inc.
PERMACLEAR HP	Greece	Registered	146619	11/19/2002	Wellman, Inc.
THERMACLEAR TI	Greece	Registered	148435	7/19/2004	Wellman, Inc.
WELLMAN	Greece	Registered	128086	1/26/1996	Wellman, Inc.
PERMACLEAR	Hungary	Registered	149345	5/15/1996	Wellman, Inc.
COMFORTREL	India	Registered	404055	7/25/2005	Wellman, Inc.
COMFORTREL PLUS	India	Registered	403993	7/25/2005	Wellman, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
COMFORTREL XP	India	Registered	1050223	7/25/2005	Wellman, Inc.
MICROSPUN	India	Registered	1151000	8/31/2005	Wellman, Inc.
SENSURA	India	Registered	1050221	7/25/2005	Wellman, Inc.
SPUNNAIRE	India	Registered	413368	8/24/2005	Wellman, Inc.
COMFORTREL	Indonesia	Registered	516752	10/14/2002	Wellman, Inc.
COMFORTREL PLUS	Indonesia	Registered	516751	10/14/2002	Wellman, Inc.
COMFORTREL XP	Indonesia	Registered	516753	10/14/2002	Wellman, Inc.
SENSURA	Indonesia	Registered	516516	10/11/2002	Wellman, Inc.
FILLWELL	Ireland	Registered	B77072	1/8/1977	Wellman, Inc.
FILLWELL II	Ireland	Registered	B80949	11/7/1972	Wellman, Inc.
PERMACLEAR HP	Ireland	Registered	224109	1/16/2003	Wellman, Inc.
WELLENE	Ireland	Registered	B77142	8/13/1969	Wellman, Inc.
WELLMAN	Ireland	Registered	169803	12/28/1995	Wellman, Inc.
WELLON	Ireland	Registered	77073B	8/13/1969	Wellman, Inc.
WELLSTRAND	Ireland	Registered	B77074	8/13/1969	Wellman, Inc.
AQUACLEAR TI	Italy	Pending	RM/2008/395	1/22/2008	Wellman, Inc.
COMFORTREL	Italy	Registered	978348	10/13/2005	Wellman, Inc.
COMFORTREL PLUS	Italy	Registered	978349	10/13/2005	Wellman, Inc.
COMFORTREL XP	Italy	Registered	978347	10/13/2005	Wellman, Inc.
ECOCLEAR	Italy	Registered	757286	8/28/1998	Wellman, Inc.
FILLWELL	Italy	Registered	994979 Former Reg. No. 644959	2/28/2006	Wellman, Inc.
PERMACLEAR	Italy	Pending	34072006RM Former Reg. No. 757287	6/7/2006	Wellman, Inc.
PERMACLEAR HP	Italy	Registered	976030	09/28/2005	Wellman, Inc.
THERMACLEAR TI	Italy	Registered	101157	6/9/2006	Wellman, Inc.
WELLENE	Italy	Pending	1097243 Former Reg. No. 311517	2/25/2008	Wellman, Inc.
WELLMAN	Italy	Pending	2042006RM Former Reg. No. 755317	1/25/1998	Wellman, Inc.
AQUACLEAR TI	Japan	Registered	5155557	1/8/2008	Wellman, Inc.
ECOCLEAR	Japan	Registered	4170025	7/24/1998	Wellman, Inc.
ECOCLEAR	Japan	Registered	4162305	7/3/1998	Wellman, Inc.
PERMACLEAR	Japan	Registered	4170026	7/24/1998	Wellman, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
SENSURA	Japan	Registered	4609228	10/4/2002	Wellman, Inc.
MICROSPUN	Malaysia	Registered	02013945	8/30/2004	Wellman, Inc.
SENSURA	Malaysia	Registered	02013946	8/30/2004	Wellman, Inc.
SPUNNAIRE	Malaysia	Registered	2002/13947	9/23/2005	Wellman, Inc.
AQUACLEAR TI	Mexico	Pending	888042	10/10/2007	Wellman, Inc.
ECOCLEAR	Mexico	Registered	620631	8/31/1999	Wellman, Inc.
PERMACLEAR	Mexico	Registered	547371	4/28/1997	Wellman, Inc.
PERMACLEAR HP	Mexico	Registered	713717	8/30/2001	Wellman, Inc.
PERMACLEAR TI	Mexico	Registered	748099	5/23/2002	Wellman, Inc.
SENSURA	Mexico	Registered	903860	10/17/2005	Wellman, Inc.
THERMACLEAR TI	Mexico	Registered	778134	1/31/2003	Wellman, Inc.
ULTRECLAR TI	Mexico	Pending	888043	10/10/2007	Wellman, Inc.
WELLCARE ADM	Mexico	Registered	802737	8/7/2003	Wellman, Inc.
WELLMAN	Mexico	Registered	657261	5/31/2000	Wellman, Inc.
WELLMAN	Mexico	Registered	657260	5/31/2000	Wellman, Inc.
SENSURA	Nepal	Registered	18448/059	11/18/2002	Wellman, Inc.
ECOCLEAR	New Zealand	Registered	262244	9/8/1998	Wellman, Inc.
PERMACLEAR	New Zealand	Registered	262245	5/15/1996	Wellman, Inc.
PERMACLEAR	Norway	Registered	181889	5/9/1997	Wellman, Inc.
PERMACLEAR IIP	Norway	Pending	200107630	6/21/2001	Wellman, Inc.
THERMACLEAR TI	Norway	Registered	219561	6/26/2003	Wellman, Inc.
WELLMAN	Norway	Registered	182453	6/5/1997	Wellman, Inc.
COMFORTREL	Pakistan	Pending	173564	8/30/2001	Wellman, Inc.
COMFORTREL PLUS	Pakistan	Registered	173567	9/14/2007	Wellman, Inc.
COMFORTREL XP	Pakistan	Pending	173565	8/30/2001	Wellman, Inc.
SENSURA	Pakistan	Registered	173566	1/8/2007	Wellman, Inc.
PERMACLEAR HP	Peru	Registered	76385	11/15/2001	Wellman, Inc.
PERMACLEAR TI	Peru	Registered	81931	7/22/2002	Wellman, Inc.
PERMACLEAR	Poland	Registered	110,691	4/19/1999	Wellman, Inc.
AQUACLEAR TI	Portugal	Registered	425813 MNA	12/21/2007	Wellman, Inc.
ECOCLEAR	Portugal	Registered	317221 MNA	1/9/1997	Wellman, Inc.
PERMACLEAR	Portugal	Registered	317222 MNA	11/3/1997	Wellman, Inc.
PERMACLEAR HP	Portugal	Registered	356878	8/6/2002	Wellman, Inc.
THERMACLEAR TI	Portugal	Registered	368936	12/19/2003	Wellman, Inc.
WELLMAN	Portugal	Registered	314738 MNA	10/14/1996	Wellman, Inc.
SENSURA	South Korea	Registered	4005440180000	3/28/2003	Wellman, Inc.
AQUACLEAR TI	Spain	Registered	2809797 M	1/24/2008	Wellman, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FILLWELL	Spain	Registered	0765022	9/17/1974	Wellman, Inc.
PERMACLEAR	Spain	Registered	2040973M7	9/22/1997	Wellman, Inc.
PERMACLEAR HP	Spain	Registered	2419196	2/5/2002	Wellman, Inc.
THERMACLEAR TI	Spain	Registered	2518817	1/26/2004	Wellman, Inc.
WELLMAN	Spain	Registered	2002633	3/5/1997	Wellman, Inc.
WELLMAN	Spain	Registered	2002634	6/5/1996	Wellman, Inc.
ECOCLEAR	Sweden	Registered	327864	7/31/1998	Wellman, Inc.
PERMACLEAR	Sweden	Registered	327865	7/31/1998	Wellman, Inc.
PERMACLEAR HP	Sweden	Registered	360236	3/21/2003	Wellman, Inc.
THERMACLEAR TI	Sweden	Registered	362190	7/18/2003	Wellman, Inc.
WELLMAN	Sweden	Registered	324007	7/4/1997	Wellman, Inc.
FILLWELL	Switzerland	Registered	522120	4/19/2004	Wellman, Inc.
PERMACLEAR HP	Switzerland	Registered	493927	1/22/2002	Wellman, Inc.
WELLENE	Switzerland	Registered	421774	6/10/1994	Wellman, Inc.
WELLMAN	Switzerland	Registered	438209	3/18/1997	Wellman, Inc.
COMFORTREL	Taiwan	Registered	1027283	12/16/2002	Wellman, Inc.
COMFORTREL PLUS	Taiwan	Registered	1027284	12/16/2002	Wellman, Inc.
COMFORTREL XP	Taiwan	Registered	1023639	11/16/2002	Wellman, Inc.
SENSURA	Taiwan	Registered	1008018	7/16/2002	Wellman, Inc.
SENSURA	Thailand	Registered	Kor158008	5/2/2002	Wellman, Inc.
SENSURA	Turkey	Registered	2002/09265	4/22/2002	Wellman, Inc.
PERMACLEAR	Ukraine	Registered	16881	11/15/2000	Wellman, Inc.
MICROSPUN	United Arab Emirates	Registered	41442	7/20/2003	Wellman, Inc.
SENSURA	United Arab Emirates	Registered	41437	7/20/2003	Wellman, Inc.
SPUNNAIRE	United Arab Emirates	Registered	41469	7/21/2003	Wellman, Inc.
AQUACLEAR TI	United Kingdom	Pending	2475753	12/22/2007	Wellman, Inc.
COMFORTREL	United Kingdom	Pending	2278612	8/21/2001	Wellman, Inc.
COMFORTREL PLUS	United Kingdom	Pending	2278608	8/21/2001	Wellman, Inc.
COMFORTREL XP	United Kingdom	Registered	2278611	11/22/2002	Wellman, Inc.
ECOCLEAR	United Kingdom	Registered	2100582	5/16/1996	Wellman, Inc.
FILLWELL	United Kingdom	Registered	B949977	10/22/1969	Wellman, Inc.
FILLWELL II	United Kingdom	Registered	B999689	10/10/1972	Wellman, Inc.
PERMACLEAR	United Kingdom	Registered	2100585	5/16/1996	Wellman, Inc.
PERMACLEAR HP	United Kingdom	Registered	2273253	11/23/2001	Wellman, Inc.
SENSURA	United Kingdom	Registered	2278614	7/26/2002	Wellman, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
WELLENE	United Kingdom	Registered	946955	8/13/1969	Wellman, Inc.
WELLMAN	United Kingdom	Registered	2049106	12/20/1995	Wellman, Inc.
WELLON	United Kingdom	Registered	B946956	8/13/1969	Wellman, Inc.
WELLSTRAND	United Kingdom	Registered	946957	8/13/1969	Wellman, Inc.
PERMACLEAR HP	Venezuela	Registered	P245293	6/27/2003	Wellman, Inc.
PERMACLEAR TI	Venezuela	Registered	P247319	11/4/2003	Wellman, Inc.



**EXHIBIT A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Power of Attorney**

[see attached]

**SPECIAL POWER OF ATTORNEY  
TRADEMARKS**

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that WELLMAN, INC., a Delaware corporation (the "Company"), having an office at 3303 Port & Harbor Drive, Bay St. Louis, MS 39520, hereby appoints and constitutes, severally, Wilmington Trust Company ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Company, subject to, and exercisable in accordance with, the terms of the Security Agreement (defined below). Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Security Agreement.

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Company in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between the Company and Secured Party, in its capacity as Collateral Agent, (as amended from time to time, the "Security Agreement") entered into in connection with that certain Indenture (as the same may be amended and/or supplemented from time to time, the "Indenture"), dated as of the date hereof among Wellman Holdings, Inc., ("Holdings"), as issuer, the guarantors party thereto and Secured Party pursuant to which Holdings has issued its 5.00% Convertible Third Lien Subordinated Notes due 2019. This Power of Attorney and is subject to the terms and provisions of the Security Agreement and of the Indenture. This Power of Attorney, being coupled with an interest, is irrevocable until all "Note Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

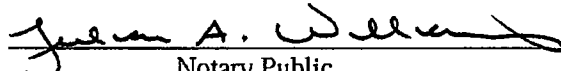
Dated: January \_\_, 2009

WELLMAN, INC.

By: Keith R. Phillips  
Name: KEITH R. PHILLIPS  
Title: CHIEF FINANCIAL OFFICER

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On this 29 day of JANUARY, 2009 before me personally came KEITH R. PHILLIPS to me known, who being duly sworn, did depose and say, that he is the CFO of Wellman, Inc., the Delaware corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

**JULIAN A. WILLIAMS**  
Notary Public, State of New York  
No. 01W16193377  
Qualified in Queens County  
Commission Expires Sept. 15, 2012

*[Signature Page to Third Lien Power of Attorney - Trademark]*