

TRADEMARK ASSIGNMENT


Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSCI, Inc.		11/07/2006	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. as Collateral Agent		
Street Address:	270 Park Avenue		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2412446	SSCI INC.	
Serial Number:	78735597	THE CRYSTALLIZATION EXPERTS	
Serial Number:	77021901	WHERE CHEMISTRY MATTERS	
Serial Number:	77021926	SSCI	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 069716		

CH \$115.00 2412446

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	08/24/2007
Total Attachments: 6 source=SSCI_JPMorgan_tm4#page2.tif source=SSCI_JPMorgan_tm4#page3.tif source=SSCI_JPMorgan_tm4#page4.tif source=SSCI_JPMorgan_tm4#page5.tif source=SSCI_JPMorgan_tm4#page6.tif source=SSCI_JPMorgan_tm4#page7.tif	

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Registered and Pending Trademarks</u>	<u>Jurisdiction and Number</u>	<u>Status</u>
SSCI, INC. ®	U.S. Trademark Reg. No. 2,412,446; issued December 12, 2000	Registered
THE CRYSTALLIZATION EXPERTS SM	U.S. Trademark Serial No. 78/735,597; filed October 18, 2005	Pending, response to Office Action on 10/4/06 requested mark be placed on Supplemental Register
WHERE CHEMISTRY MATTERS SM	U.S. Trademark Serial No. 77/021,901; filed October 16, 2006	Pending, not yet assigned to an Examiner
SSCI (design) SM  SSCI	U.S. Trademark Serial No. 77/021,926; filed October 16, 2006	Pending, not yet assigned to an Examiner

Trademark Security Agreement

Trademark Security Agreement, dated as of November 7, 2006, by SSCI, Inc. (individually, a "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Supplement of even date herewith to the Guarantee and Collateral Agreement dated as of September 30, 2005, (the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and Pledgor hereby acknowledges and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral 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 the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor 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,

SSCI, Inc.

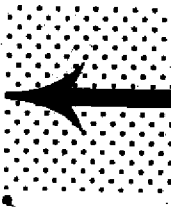
By: *Jon E. Trpse*
Name: *Jon E. Trpse*
Title: *Chief Financial officer*

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:



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

Very truly yours,

SSCI, Inc.

By: _____

Name:

Title:


Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Stephanie Parker

Name: **Stephanie Parker**
Title: **Executive Director**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Registered and Pending Trademarks</u>	<u>Jurisdiction and Number</u>	<u>Status</u>
SSCI, INC. ®	U.S. Trademark Reg. No. 2,412,446; issued December 12, 2000	Registered
THE CRYSTALLIZATION EXPERTS SM	U.S. Trademark Serial No. 78/735,597; filed October 18, 2005	Pending, response to Office Action on 10/4/06 requested mark be placed on Supplemental Register
WHERE CHEMISTRY MATTERS SM	U.S. Trademark Serial No. 77/021,901; filed October 16, 2006	Pending, not yet assigned to an Examiner
SSCI (design) SM  SSCI	U.S. Trademark Serial No. 77/021,926; filed October 16, 2006	Pending, not yet assigned to an Examiner