Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Summit Research Labs, Inc.		02/29/2008	CORPORATION: DELAWARE
Summit Research Labs Holding Company		02/29/2008	CORPORATION: DELAWARE
Reheis, Inc.		02/29/2008	CORPORATION: DELAWARE
WBS Carbons Acquisition Corp.		02/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Churchill Financial LLC, as Administrative Agent
Street Address:	400 Park Avenue
Internal Address:	Suite 1510
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

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

CORRESPONDENCE DATA

900100443

TRADEMARK
REEL: 003730 FRAME: 0117

P \$240.00 05436

Fax Number: (617)574-7713

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

Phone: 6175746526

Email: djanis@goulstonstorrs.com

Correspondent Name: Daniel T. Janis, Esq.
Address Line 1: 400 Atlantic Avenue
Address Line 2: Goulston & Storrs

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11357.0031-1879
NAME OF SUBMITTER:	Daniel T. Janis, Esq.
Signature:	/Daniel T. Janis, Esq./
Date:	03/03/2008

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

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

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

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

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

- <u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation,

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those referred to on <u>Schedule 1</u> hereto (provided that no Lien or security interest shall be granted in an United States intent-to-use trademark application to the extent (and only to the extent) that the grant of a Lien or security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SUMMIT RESEARCH LABS, INC. as Grantor

By: Surani Murano

Name: Shivani Khurana Title: Assistant Secretary

SUMMIT RESEARCH LABS HOLDING COMPANY as Grantor

By: Shewoni Khurona

Name: Shivani Khurana Title: Assistant Secretary

REHEIS, INC. as Grantor

.

By:

Name: Shivani Khurana Title: Assistant Secretary

WBS CARBONS ACQUISITION CORP. as Grantor

By:

Name: Shivani Khurana Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND AGREED as of the date first above written:

CHURCHILL FINANCIAL LLC, as Administrative Agent

By:

Name: Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF Wew York) ss.

On this <u>2.7</u> day of February, 2008 before me personally appeared Shivani Khurana, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Summit Research Labs, Inc., who being by me duly swom did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

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

[NOTARY PAGE TO TRADBMARK SECURITY AGREEMENT]

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STATE OF NEW YORK)
COUNTY OF WESTCHUSTER

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

Notary Public

JULIE M MCKEON

Notary Public, State of New York

No. 01MC6127132

Qualified in Westchester County

Commission Expires May 23, 2009

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)

STATE OF MEN YOLK)
COUNTY OF MESTAPASS

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

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

Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF MELLY YORK)
COUNTY OF WEST CHESTER

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

Notary Public

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

ACQUIRED BY BORROWER FROM REHEIS, INC. AT CLOSING

1. Trademark registrations and applications

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

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Country	Mark	Registration Number	Registration Date	Renewal Due
GERMANY	REHEIS	1129460	8/27/1987	8/31/2017
GREAT BRITAIN	REHEIS	911041	3/18/1968	6/22/2012
HONG KONG	REHEIS	19851438	6/27/1985	7/22/2015
INDIA	REHEIS	424736	9/3/1984	7/23/2015
IRELAND	REHEIS	112916	7/19/1984	7/18/2015
ITALY	REHEIS	790932	4/7/1989	9/7/2017
MEXICO	REHEIS	314428	6/16/1986	8/10/2014
NEW ZEALAND	REHEIS	84334	6/19/1988	6/19/2016
NORWAY	REHEIS	73282	12/21/1997	12/21/2017
PHILIPPINES	REHEIS	4-2004-005680	12/25/2006	12/25/2016
SINGAPORE	REHEIS	T84/03948	7/25/1991	7/25/2011
SOUTH AFRICA	REHEIS	B67/2273	3/4/1968	5/30/2017
SPAIN	REHEIS	1090552	2/9/1988	2/9/2008 Renewal being processed by foreign agent
SWEDEN	REHEIS	199656	1/31/1986	1/31/2016
SWTZERLAND	REHEIS	357597	2/3/1988	9/25/2017
TAIWAN	REHEIS	311820	1/16/1996	1/15/2016
UNITED STATES	REHEIS	750744	6/11/1983	6/11/2013
UNITED STATES	REHEIS	793046	7/20/1965	7/20/2015
UNITED STATES	REHEIS	835381	9/16/1987	9/16/2017
VENEZUELA	REHEIS	124884-F	5/27/1986	5/27/2011
CHINA	REHEIS & DESIGN	1282599	6/14/1999	6/13/2009
JAPAN	REHEIS (IN KATAKANA)	2577402	9/30/1993	9/30/2013
UNITED STATES	REHEIS FINE CHEMICALS & DESIGN	794898	8/24/1985	8/24/2015
UNITED STATES	REHEIS FINE CHEMICALS & DESIGN	750743	6/11/1963	6/11/2013
DENMARK	REHYDROL	VR005081967	2/17/1987	2/17/2017
FRANCE	REHYDROL	1365107	7/25/1986	7/31/2016
GERMANY	REHYDROL	867897	8/6/1966	8/31/2016
GREAT BRITAIN	REHYDROL	898949	5/20/1968	9/1/2011
ITALY lapsed due to non-renewal - refiled see below	REHYDROL	215131	9/1/1996	9/1/2006
ITALY	REHYDROL	App. No. MI2007C012852	Filed: December 12, 2007	Being processed by foreign agent
NEW ZEALAND	REHYDROL	81875	4/23/1968	8/8/2015
SOUTH AFRICA	REHYDROL	66/3215	11/15/1967	8/8/2016

Country	Mark	Registration Number	Registration Date	Renewal Due
SWITZERLAND	REHYDROL	349241	12/9/1986	5/26/2016
U.S.	REHYDROL	817223	10/25/1986	10/25/2016
GERMANY	REZAL	1099955	4/12/1986	7/31/2015
GREAT BRITAIN	REZAL	1246679	7/22/1985	7/22/2016
IRELAND	REZAL	116580	10/15/1986	7/19/2016
SOUTH AFRICA	REZAL	85/5247	7/2/1986	7/19/2015
U.S.	REZAL	1180748	12/8/1981	12/8/2011