

TRADEMARK ASSIGNMENT

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
Inter Chem Trading Corp., d/b/a Inter Chem Corporation		12/23/2009	CORPORATION: NEW JERSEY
World Gen LLC		12/23/2009	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	335 Madison Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2857529	INTERCHEM	
Registration Number:	2734985	WORLD GEN	
Registration Number:	2866263	INTERCHEM	
Serial Number:	77625673	WG CRITICAL CARE	
CORRESPONDENCE DATA			
Fax Number:	(215)557-2049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-988-6991		
Email:	tarbox@blankrome.com		
Correspondent Name:	Olivia H. Tarbox, Paralegal		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 8th Floor		

CH \$115.00 2857529

900156542

**TRADEMARK
 REEL: 004163 FRAME: 0266**

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 016369-01068

NAME OF SUBMITTER: Olivia H. Tarbox

Signature: /Olivia H. Tarbox/

Date: 03/08/2010

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 23, 2009, is made by **INTER CHEM TRADING CORP., d/b/a INTER CHEM CORPORATION**, a New Jersey corporation with an address at 120 Route 17 North, Paramus, NJ 07652, Attn: Joseph M. Pizza (together with its successors and assigns, “Inter Chem”) and **WORLD GEN LLC**, a New Jersey limited liability company with and address at 120 Route 17 North, Paramus, NJ 07652, Attn: Vincent Durante (together with its successors and assigns, “World Gen” and, collectively with Inter Chem, “Grantors”), in favor of **BANK OF AMERICA, N.A.** (successor to Fleet Capital Corporation), a national banking association with an address at 335 Madison Avenue, 6th Floor, New York, NY 1001, Attn: Edmundo Kahn (re: Inter Chem/World Gen) (together with its successors and assigns, the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as it may be amended, modified, extended, supplemented, restated, refinanced or replaced from time to time, the “Loan Agreement”; capitalized terms used herein but not otherwise defined shall have the respective meanings given thereto in the Loan Agreement) among Inter Chem and World Gen as the “Borrowers” thereunder and Lender, as the “Lender” thereunder, Lender has made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to such Loan Agreement, Grantors have granted to Lender, for the benefit of Lender and the other Secured Parties, security interests and liens in substantially all of Grantor’s assets, including without limitation all of each Grantor’s Intellectual Property and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “US Registered Intellectual Property”).

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and the United States Copyright Office (as applicable) in order perfect and/or protect all of Lender’s Liens in the US Registered Intellectual Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under any Loan Document, to secure the prompt payment and performance of all Obligations, each Grantor hereby grants to Lender, for its benefit and the benefit of the other Secured Parties, a continuing security interest in and Lien upon, all of such Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (the “**Intellectual Property Collateral**”):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(j) 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.

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Lender to make extensions of credit to any Grantor under the Loan Documents is terminated.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limiting, the security interests granted to the Lender pursuant to the Loan Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Lender in accordance with this paragraph), Grantors shall deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Lender for the benefit of Lender and the other Secured Parties to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Lender to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, Grantors hereby confirm and agree that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such new all whether now owned or hereafter created, arising and/or acquired and to file the same with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Lender and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement the Agreement shall constitute an “**Event of Default**” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Lender, in addition to all other rights, options, and remedies granted to Lender under the Loan Agreement or any other Loan Document, or otherwise available to Lender at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the UCC.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Loan Agreement or any other Loan Document, each Grantor hereby authorizes Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record with the United States Patent and Trademark Office and/or, the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such Supplement or other security agreement or similar document or instrument and (ii) after the occurrence and during the

continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable in order for Lender to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Lender, its successors and assigns, and any officer, employee, attorney or Lender thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Loan Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any Agreement by telecopy or other electronic means (including email delivery of a PDF copy of such a signature page) shall be effective as delivery of a manually executed counterpart of such agreement..

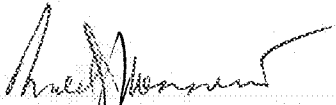
Section 10. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, IN TORT OR OTHERWISE) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). . Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 3.4 of the Loan Agreement regarding expenses, Section 12.2 of the Loan Agreement regarding indemnities, Section 12.3 of the Loan Agreement regarding notices, Section 12.14 of the Loan Agreement regarding consents to jurisdiction, venue and service of process, and Section 12.15 of the Loan Agreement regarding waiver of jury trial and other waivers and agreements are hereby specifically incorporated by reference. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of Grantors and Lender, and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement.

[Signature Pages Follow]

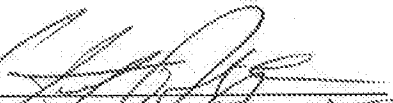
In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

INTER CHEM TRADING CORP., d/b/a INTER CHEM CORPORATION

By: 
Name: Donald S. Mannino
Title: Chairman

WORLD GEN LLC

By: 
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Acknowledgment of Grantors

STATE OF NEW JERSEY
COUNTY OF BERGEN) ss

On this 22 day of ~~DECEMBER~~ NOVEMBER 2009 before me personally appeared Ronald J. Mannino proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Inter Chem Trading Corp., 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.

[Signature]
Notary Public

STATE OF NEW JERSEY
COUNTY OF BERGEN) ss

KATHLEEN L. AMODIO
Notary
Commission Expires
August 23, 2012

On this 22 day of ~~NOVEMBER~~ NOVEMBER 2009 before me personally appeared Vincent M. Durante proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of World Gen LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

KATHLEEN L. AMODIO
Notary
Commission Expires
August 23, 2012

ACKNOWLEDGEMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

INTER CHEM TRADING CORP., d/b/a INTER CHEM CORPORATION

By: _____
Name: _____
Title: _____

WORLD GEN LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.

By: 
Name: FERNANDO HAHN
Title: VICE-PRESIDENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

**Schedule 1
to
Intellectual Property Security Agreement**

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' patents:

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
		NONE		

2. Grantors' trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Inter Chem	Inter Chem	Registered	2857529	6/29/14
World Gen	Inter Chem	Registered	2734985	7/08/03
Inter Chem	Inter Chem	Registered	2866263	7/27/04
WG Critical Care	World Gen	Pending Application	77/625,673	12/3/08

3. Grantors' copyrights:

<u>Copyright</u>	<u>Owner</u>	<u>Status in Copyright Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
		NONE		

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, by **INTER CHEM TRADING CORP., d/b/a INTER CHEM CORPORATION**, a New Jersey corporation with an address at 120 Route 17 North, Paramus, NJ 07652, Attn: Joseph M. Pizza (together with its successors and assigns, "Inter Chem") and **WORLD GEN LLC**, a New Jersey limited liability company with an address at 120 Route 17 North, Paramus, NJ 07652, Attn: Vincent Durante (together with its successors and assigns, "World Gen") and, collectively with Inter Chem, "Grantors", in favor of **BANK OF AMERICA, N.A.** (successor to Fleet Capital Corporation), a national banking association with an address at 335 Madison Avenue, 6th Floor, New York, NY 1001, Attn: Edmundo Kahn (re: Inter Chem/World Gen) (together with its successors and assigns, the "Lender");

W I T N E S S E T H

WHEREAS, Grantors and Lender are parties to a certain Intellectual Property Security Agreement dated as of December 23, 2009 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the IP Agreement; and

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations, Grantors have granted to Lender, for its benefit and the benefit of the other Secured Parties, a continuing security interest in and Lien upon, all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property Collateral, Grantor shall deliver to Lender a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under any Loan Document, to secure the prompt payment and performance of all Obligations, each Grantor hereby grants to Lender, for its benefit and the benefit of the other Secured Parties, a continuing security interest in and Lien upon, all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other Intellectual Property relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described shall be included in and be part of the Intellectual Property Collateral under and otherwise subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Lender and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

3. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, IN TORT OR OTHERWISE) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS)..

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

INTER CHEM TRADING CORP., d/b/a INTER CHEM CORPORATION

By: _____
Name: _____
Title: _____

WORLD GEN LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____