

05-25-2010

S. DEPARTMENT OF COMMERCE States Patent and Trademark Office



103598126

RECO TR

To the Director of the U. S. Patent and Trademark Office or the new address(es) below.

5/20/10

1. Name of conveying party(ies):

CALWAX, LLC

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF AMERICA, N.A.

Internal Address: _____

Street Address: 200 Glastonbury Boulevard

City: Glastonbury

State: Connecticut

Country: United States Zip: 06033

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Ntl. Banking Assoc. Citizenship United States
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 2, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

3691249 ("Calwax" Logo) and 3713991 ("Calwax" Word)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Brad Y. Chin, Squire Sanders & Dempsey, L.L.P.

Internal Address: _____

Street Address: 8000 Towers Crescent Drive
14th Floor

City: Vienna

State: Virginia Zip: 22182

Phone Number: (703) 720-7800

Fax Number: (703) 720-7802

Email Address: ipgeneraltyc@ssd.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/24/2010 MJAMA1 00000022 582222 3691249
Deposit Account Number 50-2222
01 FC:8521 40.00 DA
03 FC:0538 40.00 DA
Authorized User Name Brad Y. Chin

9. Signature:

Signature
Brad Y. Chin, Reg. No. 52, 738
Name of Person Signing

May 20, 2010

Date

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of April 2, 2007, is entered into among REMET CORPORATION, a California corporation, REMET PIC, INC., a Delaware corporation, REMET UK, LTD., a private limited company organized under the laws of England and Wales, REMET ALCOHOLS, INC., a Delaware corporation and SOUTHWEST WAX, LLC, a Delaware limited liability company (individually, a "Debtor" and collectively, the "Debtors") and BANK OF AMERICA, N.A., a national banking association "Lender"), in light of the following:

A. The Lender, as lender, and the Debtors, as borrowers, are, contemporaneously herewith, entering into that certain Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Each Debtor is or may in the future be the owner of certain intellectual property, in which such Debtor is granting a security interest to the Lender.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. Definitions and Construction.

(a) Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by any Debtor, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices,

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business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, or acquired, by any Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including, without limitation, all foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of each Debtor's right, title, and interest in and to the registrations of and applications for marks listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iv) All of each Debtor's right, title, and interest in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of each Debtor's right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of such Debtor or in the name of the Lender for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vi) All of each Debtor's right, title, and interest in all patentable inventions, right to file applications for patents under federal patent law or regulation or law or regulation of any foreign country, right to request re-examination and/or re-issue of the patents, right (without obligation) to sue or bring interference proceedings in the name of such Debtor or in the name of the Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto, in the United States and any foreign country;

(vii) All of each Debtor's (i) original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registration and recordings in 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 subdivisions thereof, all whether now owned or

hereafter acquired by any Debtor, including, but not limited to, those described on Schedule C, attached hereto, and (ii) all reissues, extensions or renewals thereof and all licenses thereof;

(viii) All general intangibles relating to the foregoing; and

(ix) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender or the Debtors, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Debtors, the Lender, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Lender and the Debtors.

2. Grant of Security Interest. Each Debtor hereby grants to the Lender a first-priority security interest in, and conditionally assigns, but does not transfer title, to the Lender, all of such Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. Representations, Warranties and Covenants. Each Debtor hereby represents, warrants, and covenants that:

(a) (i) A true and complete schedule setting forth all federal and state registrations of marks owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule B;

(iii) A true and complete schedule setting forth all copyright registrations owned by such Debtor, together with a summary description and full information in respect of the registration, filing or issuance thereof and expiration dates, is set forth on Schedule C.

(b) To the best of such Debtor's knowledge as of the date hereof, each of the patents, marks, copyrights and registrations of marks and copyrights is valid and enforceable, and such Debtor is not presently aware of any past, present, or prospective claim by any third party that any of the patents, marks or copyrights is invalid or unenforceable, or that the use of any patents or marks or copyrights violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A or Schedule B or Schedule C, as the case may be.

(c) Except as set forth on Schedule D, attached hereto, each Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, marks, mark registrations, copyrights and copyright registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by such Debtor not to sue third persons;

(d) Each Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents, registered marks, copyrights and copyright registrations;

(e) Each Debtor has used and will continue to use consistent standards of high quality (which may be consistent with such Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the patents, marks and copyrights, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents, marks and copyrights;

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder with respect to domestic patents, trademarks and copyrights, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by the Debtors of the security interest hereunder or for the execution, delivery, or performance of this Agreement by the Debtors or for the perfection of or the exercise by the Lender of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Patent, Copyright or Trademark Rights.** If a Debtor shall obtain or create rights to any new marks or copyrights, any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall

automatically apply thereto. Each Debtor shall give prompt notice in writing to the Lender with respect to any such new marks, copyrights and patents, and to the renewal or extension of any registration of a mark or copyright. Each Debtor shall bear any expenses incurred in connection with future patent applications and registrations of marks and copyrights.

5. **Litigation and Proceedings.** Each Debtor shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Each Debtor shall provide to the Lender any information with respect thereto requested by the Lender. The Lender shall provide at a Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that a Debtor is not responsible for the Lender's attorneys' fees if the Lender voluntarily chooses to become a party to any suit. Following a Debtor's becoming aware thereof, such Debtor shall notify the Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding such Debtor's claim of ownership in any of the patents, marks or copyrights, such Debtor's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks, patents and copyrights.

6. **Power of Attorney.** Each Debtor grants the Lender power of attorney, having the full authority, and in the place of, such Debtor and in the name of such Debtor exercisable from time to time following an Event of Default (as defined in Section 8 hereof), and in the Lender's discretion following such an Event of Default, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To endorse such Debtor's name on all applications, documents, papers, and instruments necessary for the Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect.** Each Debtor grants to the Lender and its employees and agents the right to visit such Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents, trademarks or copyrights, and to inspect the

products and quality control records relating thereto at reasonable times during regular business hours and as provided in the Loan Agreement.

8. **Event of Default.** Any of the following events shall be an Event of Default:

An Event of Default shall occur as defined in the Loan Agreement;

9. **Specific Remedies.** Upon the occurrence and continuance of any Event of Default, the Lender shall have, in addition to other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including, without limitation, the following:

(a) The Lender may notify licensees to make royalty payments on license agreements directly to the Lender;

(b) The Lender may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as the Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to a Debtor 10 days prior to such disposition. The relevant Debtor shall be credited with the net proceeds of such sale only when they are actually received by the Lender, and the relevant Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Lender shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, the Lender may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by the relevant Lender at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. **General Provisions.**

(a) **Effectiveness of This Agreement.** This Agreement shall be binding and deemed effective when executed by each Debtor and accepted and executed by the Lender.

(b) **Cumulative Remedies: No Prior Recourse to Collateral.** The enumeration herein of the Lender's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Lender may have under the Loan Agreement, the Code or

other applicable law. The Lender shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) No Implied Waivers. No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by the Lender shall affect its rights to require strict performance of this Agreement.

(d) Severability. If any provision of this Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

(e) Governing Law. This Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. The Debtors agree that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. The Debtors hereby waive personal service of process and agree that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to the Debtors, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. EACH DEBTOR AND THE LENDER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. EACH DEBTOR AND THE LENDER CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of the Debtors'

representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by the Lender or its agents.

(i) Fees and Expenses. The Debtors shall pay to the Lender on demand all costs and expenses that the Lender pays or incurs in connection with the enforcement and termination of this Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to the Lender (including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of the Debtors under this Agreement that the Debtors fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by the Debtors. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 13.3 of the Loan Agreement.

(k) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by the Debtors without the prior written consent of the Lender. The rights and benefits of the Lender hereunder shall, if the Lender so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Agreement is intended by the Debtors and the Lender to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Debtors and a duly authorized officer of the Lender.

(m) Counterparts. This Agreement may be executed in any number of counterparts and by the Lender and the Debtors in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.


(n) Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

(o) Termination By Lender. After termination of the Loan Agreement and when Lender has received payment and performance in full of all Obligations, the Lender shall execute and deliver to the Debtors a termination of all of the security interests granted by the Debtors hereunder.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

DEBTORS:

REMET CORPORATION


By: 
Name: Sam DeGregorio
Title: Vice President, Finance

REMET PIC, INC.


By: 
Name: Sam DeGregorio
Title: Vice President, Finance

REMET UK, LTD.


By: 
Name: Sam DeGregorio
Title: Director

By: 
Name: John Paraszczak
Title: Director

REMET ALCOHOLS, INC.

By: 
Name: Sam DeGregorio
Title: Vice President, Finance

SOUTHWEST WAX, LLC

By: 
Name: John Paraszczak
Title: Manager

LENDER:

BANK OF AMERICA N.A.

By:



Name: CYNTHIA G. STANNARD

Title: SR. VICE PRESIDENT

TRADEMARK

REEL: 004212 FRAME: 0710

STATE OF New York)
) ss.:
COUNTY OF Oneida)

On the 29 day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam DeGregorio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

DARLA M. PECK
NOTARY PUBLIC, State of New York
Qualified in Oneida County, No. 01PE506750F
My Commission Expires 10/15/10

Darla M. Peck
Notary Public

STATE OF New York)
) ss.:
COUNTY OF Oneida)

On the 29 day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam DeGregorio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

DARLA M. PECK
NOTARY PUBLIC, State of New York
Qualified in Oneida County, No. 01PE506750F
My Commission Expires 10/15/10

Darla M. Peck
Notary Public

STATE OF New York)
) ss.:
COUNTY OF Oneida)

On the 29 day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam DeGregorio and John Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the persons upon behalf of which the individual acted, executed the instrument.

DARLA M. PECK
NOTARY PUBLIC, State of New York
Qualified in Oneida County, No. 01PE506750F
My Commission Expires 10/15/10

Darla M. Peck
Notary Public

STATE OF New York)
) ss.:
COUNTY OF Oneida)

On the 29 day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam DeGregorio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

DARLA M. PECK
NOTARY PUBLIC, State of New York
Qualified in Oneida County, No. 01PE5067506
My Commission Expires 10/15/10

Darla M. Peck
Notary Public

STATE OF New York)
) ss.:
COUNTY OF Oneida)

On the 29 day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared John Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

DARLA M. PECK
NOTARY PUBLIC, State of New York
Qualified in Oneida County, No. 01PE5067506
My Commission Expires 10/15/10

Darla M. Peck
Notary Public

STATE OF New York)
) ss.:
COUNTY OF Oneida)

On the 29 day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared John Paraszczak personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.

DARLA M. PECK
NOTARY PUBLIC, State of New York
Qualified in Oneida County, No. 01PE5067506
My Commission Expires 10/15/10

Darla M. Peck
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam DeGregorio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

Notary Public

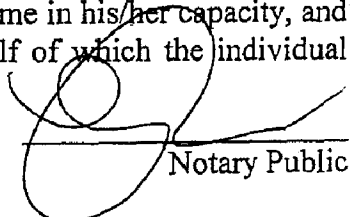
STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared John Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF Connecticut)
) ss. Glastonbury
COUNTY OF Hartford)

On the 21st day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Yvonne G. Starnopoli personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.



Notary Public

LISA A. GIAMPAOLO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2010

Schedule A

Trademarks

See attached

TRADEMARK

REEL: 004212 FRAME: 0714

REMET CASE LIST

Mark Name	Application Date	Application Number	Registration Number	Registration Date	Country	Owner	Will Allow To Lapse
HYFILL	3/27/2000	76/009728	2450905	5/15/2001	United States	PIC	
TIWAX	5/4/2000	76040899	2669740	12/31/2002	United States	PIC	
ECOWAX	4/13/1995	74/660916	2044671	3/11/1997	United States	PIC	
STICKTITE	8/3/2001	76295606	2708601	4/22/2003	United States	PIC	
ADBOND	9/5/2001	76308984	2699626	3/25/2003	United States	PIC	
SOLUCORE	10/24/2001	78/090012	2778657	10/28/2003	United States	PIC	
LITEFIL	9/12/2002	76448864	2755702	8/26/2003	United States	PIC	
REMASIL	12/17/1982	73/406327	1267518	2/21/1984	United States	PIC	
RED C	9/2/1999	75/791053	2391497	10/3/2000	United States	PIC	X
CASTYLENE			1132037	4/1/1980	United States	UK	
AQUA-J	1/28/1988	73707985	1532588	4/4/1989	United States	PIC	
REMASOL	10/21/1976	73/104023	1074807	10/11/1977	United States	PIC	
REMAI	6/7/1978	73173701	1128778	1/8/1980	United States	PIC	
SOUTHWEST WAX	8/19/2004	76/607758	3117718	7/18/2006	United States	SWW	
SOUTHWEST WAX AND DESIGN	10/14/2004	76/615902	3025981	12/13/2005	United States	SWW	
REMET	1/27/2005	76/628915	3089227	5/9/2006	United States	REMET	
REMET STYLIZED WITH DESIGN	11/5/1975	73/068101	1054581	12/21/1976	United States	REMET	
REMET AND DESIGN	11/5/1975	73/068100	1054580	12/21/1976	United States	REMET	
UTILITY	11/4/2005	78/747070	3,151,029	10/3/2006	United States	PIC	
RED C	10/24/2005	78/738834	3,148,551	9/26/2006	United States	PIC	
WIOI	10/18/2006	77/023462			United States	SWW	
ADBOND	2/21/1989	781856	1565327	11/14/1989	United States	PIC	
ADBOND	7/10/1995	74/708644	1981214	6/18/1996	United States	PIC	
TICOAT	3/27/1996	75/173009	2,276,982	9/14/1999	United States	PIC	

Schedule B

Patents

See attached

Country	Patent No.	Application No.	Application Date	Grant Date	Owner
U.S.A.	5944088	08/964350	04-Nov-1987	31-Aug-1999	PIC
U.S.A.	6020415	08/989401	12-Dec-1997	01-Feb-2000	PIC
U.S.A.	5535811	07/007883	28-Jan-1987	16-Jul-1996	PIC
U.S.A.	5629369	08/472652	07-Jun-1995	13-May-1997	PIC
U.S.A.	5630465	08/456469	01-Jun-1995	20-May-1997	PIC
U.S.A.	5677371	08/479607	07-Jun-1995	14-Oct-1997	PIC
U.S.A.	5270360	816572	03-Jan-1992	14-Dec-1993	PIC
U.S.A.	5712435	08/456323	01-Jun-1995	27-Jan-1998	PIC
U.S.A.	5738819	08/456824	01-Jun-1995	14-Apr-1998	PIC
U.S.A.	5824730	08/105921	13-Aug-1993	20-Oct-1998	PIC
U.S.A.	5372768	08/113858	03-Jan-1992	13-Dec-1994	PIC

Schedule C

Copyrights

N/A

Schedule D

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