

9-28-99

RE

09-30-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

9-28-99

Tab settings □ □ □ ▼



To the Honorable Commissioner of F

101158547

attached original documents or copy thereof.

1. Name of conveying party(ies):

LaRoche Industries Inc.

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as

Internal Address: Administrative Agent

200 Jericho Quadrangle

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement Supplemental ☐ Change of Name☐ Other

Execution Date:

9-15-99

Street Address:

City: Jericho State: NY ZIP: 11753

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See Schedule I attached hereto.

B. Patent No.(s)

5419138

See Schedule I attached hereto.

Additional numbers attached? ☒ Yes ☐ No

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

Name: J. Lee

Internal Address: Access Information Services,
Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and patents involved:

23

7. Total fee (37 CFR 3.41).....\$ 920.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/29/1999 JSHABAZZ 00000001 5419138

DO NOT USE THIS SPACE

01 FC:581

920.00 00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jackie Lee

Name of Person Signing

Jackie Lee

Signature

9-20-99

Date

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

13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 010263 FRAME: 0706

Schedule I to Supplemental
Patent Security Agreement
(4 pages)

Other United States Patents and Applications

COUNTRY	PATENT NO.	ISSUE DATE	TITLE
United States	5419138	5/30/95	Pellet Extruding Machine
United States	5548960	8/27/96	Pellet Extruding Machine
United States	B14388288	7/6/93	Preparation of Shaped Titanium Dioxide Catalyst/Carrier and Catalysis of Gaseous Sulfur Compounds Therewith

COUNTRY	APPLICATION SERIAL NO.	FILED	TITLE
United States	380342	1/30/95	Absorption Air Conditioning System

**Patents And Allowed Patent Applications Relating To The Manufacture
Of 1,1,1,3,3-Pentafluoropropane**

COUNTRY	PATENT NO.	APPLICATION SERIAL NO.	TITLE
United States	5,616,819		Process For Preparing Fluorinated Aliphatic Compounds
United States	5,684,219		Process For Preparing Aliphatic Compounds
United States	5,874,658		Purification Of Organic Fluorine Compounds
United States	5,696,310		Purification of 1,1,1,3,3-Pentafluoropropane
United States	5,689,020		High Temperature Chlorination Process For The Purification of Polychloroolefins
United States	5,777,185		Production Of Organic Fluorine Compounds
United States	5,910,616		Vapor Phase Process For Preparing Fluorinated Aliphatic Compounds
United States		09/183,322	Improved Process For Photochlorination

**Patent Applications Filed Relating To The Manufacture
Of 1,1,1,3,3-Pentafluoropropane**

COUNTRY	APPLICATION SERIAL NO.	FILED	TITLE
United States	08/998,920	12/29/97	Process For Preparing Fluorinated Aliphatic Compounds
United States	09/039,515	03/16/98	Process For Separating And Recovering Hydrogen Fluoride From Mixtures
United States	09/168,240 *	10/08/98	Process For Preparing Fluorinated Aliphatic Compounds
United States	09/039,514	03/16/98	Separation Of Mixtures of 1-Chloro-3,3,3-trifluoropropene And Hydrofluoric Acid
United States	09/046,023	03/23/98	Vapor Phase Process For Preparing Fluorinated Aliphatic Compounds
United States	09/101,050	06/22/98	Process For Preparing Fluorinated Aliphatic Compounds
United States	09/248,554	02/11/99	Process For Preparing Fluorinated Aliphatic Compounds
United States	09/248,732	02/11/99	Process For Preparing Fluorinated Aliphatic Compounds
United States	09/074,685	05/08/98	Method For Regenerating Halogenated Lewis Acid Catalysts

* Final Rejection received from Patent Office Examiner.

Patents Related to Halogenated Carbon Compounds

COUNTRY	PATENT NO.	ISSUE DATE	TITLE
United States	5,569,796	10/29/96	Jackson - Chlorination of Halogenated Carbon Compounds For Purification Purposes
United States	5,696,309	12/09/97	Jackson - Purification of Halogenated Carbon Compounds

SUPPLEMENTAL PATENT SECURITY AGREEMENT**(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)**

WHEREAS, LaRoche Industries Inc., a Delaware corporation (together with any successors thereto, the "**Grantor**") owns, or in the case of licenses, is a party to, the Patent Collateral (as defined below);

WHEREAS, Grantor, as Borrower, the Lenders party thereto (the "**Lenders**"), and The Chase Manhattan Bank, as Administrative Agent, are parties to an Amended and Restated Credit Agreement dated as of February 28, 1999, amending the Credit Agreement dated as of August 26, 1997 (as the same has been and may be further amended from time to time, the "**Credit Agreement**");

WHEREAS, Grantor has become, and may after the date hereof further become, obligated to one or more Lenders under one or more Hedging Agreements (as defined in the Credit Agreement) as contemplated by Section 6.05 of the Credit Agreement; and

WHEREAS, pursuant to the terms of a Borrower Security Agreement dated as of August 26, 1997 (as such agreement may be further amended from time to time, the "**Security Agreement**") among Grantor and The Chase Manhattan Bank, as Administrative Agent for the Lenders (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of the Lenders a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the terms of a Patent Security Agreement dated as of August 26, 1997 (the "**Initial Patent Security Agreement**"), the Grantor granted the Grantee a continuing security interest in all right, title and interest of Grantor in, to and under the Patent Collateral (as defined therein and including, without limitation, the Patent Collateral referred to in Schedule 1 hereto and the proceeds thereof), whether then owned or existing or thereafter acquired or arising, to secure the Secured Obligations;

WHEREAS, the Borrower wishes more specifically to identify certain items that constitute Patent Collateral and to confirm the security interest of the Grantee therein;

(NY) 04675/075/CA/patentag999.wpd

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and confirm to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being Patent Collateral as defined in the Initial Patent Security Agreement and so referred to herein):

(i) each Patent (as defined in the Security Agreement) identified in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent owned by Grantor, including, without limitation, any Patent referred to in Schedule 1 hereto (including, without limitation, any such Patent issuing from any application referred to in Schedule I hereto), and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action that Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.


Except to the extent permitted in the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

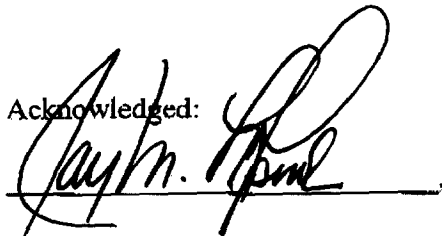
Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(NY) 04675/075/CA/patentag999.wpd

IN WITNESS WHEREOF, Grantor has caused this Supplemental Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15th day of September, 1999.

LAROCHE INDUSTRIES INC.

By: 
Title: *VICE PRESIDENT + CFO*

Acknowledged: 
Jay M. Lapine, V.P.
General Counsel & Secretary

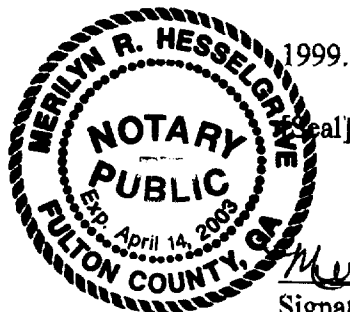
By: _____
Title: _____

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

I, Marilyn Hesselgrave a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gerald B. Curran of LaRoche Industries Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. & CFO, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 15th day of September,

1999.



Marilyn R. Hesselgrave

Signature of notary public

My Commission expires April 14, 2003

(NY) 04675/073/CA/patentag999.wpd