

10-19-2001



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10-19-2001  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AVECIA INC. (Delaware Corporation)

10-19-01

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Chase Manhattan International Limited, as Security Trustee

Internal Address: \_\_\_\_\_

Street Address: Trinity Tower, 9 Thomas More Street

City/Country: London E1 9KT England

Additional name(s) & addresses attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: May 10, 2001

4. Application number(s) or patents 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)

09/486,313 ; 09/422,231 ; 60/180,893 ; 60/180,892 ; 09/453,685  
PCT/US99/23995 ; PCT/GB00/00979 ; PCT/GB00/03906  
PCT/GB01/00474 ; PCT/GB00/04600

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41): ..... \$400.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

**DO NOT USE THIS SPACE**

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.*

Robyn Greenberg, Esq.  
Name of Person Signing

Robyn Greenberg  
Signature

10/18/01  
Date

Total number of pages comprising cover sheet: 6

10/19/2001 GTOM11 00000114 09486313

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

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**PATENT**  
**REEL: 012253 FRAME: 0489**

SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Security Interest") dated as of May 10, 2001 is made by Avecia Inc., a Delaware corporation (the "Company"), in favor of Chase Manhattan International Limited, as security trustee (the "Security Trustee") for the banks and other financial institutions (the "Banks"), parties to the Facilities Agreement dated as of May 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"), among Avecia Investments Limited, a company formerly known as ZSC Specialty Chemicals Group Limited, that its incorporated under the laws of England and Wales (the "Parent"), the subsidiaries of the Parent from time to time parties thereto (together with the Parent, the "Borrowers"), the Banks from time to time parties thereto, Chase Manhattan plc and J. P. Morgan Securities Ltd., as Arrangers, The Chase Manhattan Bank and J. P. Morgan Securities Ltd., as Underwriters, and Chase Manhattan International Limited, as Agent and Security Trustee.

WITNESSETH:

WHEREAS, pursuant to the Facilities Agreement, the Lenders have severally agreed to make Advances and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Facilities Agreement, the Parent, the Company and certain other subsidiaries of the Parent (collectively, the "Grantors") have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 1999 in favor of the Security Trustee (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, the proceeds of the extensions of credit under the Facilities Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, pursuant to Section 3 of the Collateral Agreement, the Grantors pledged and granted to the Security Trustee for the benefit of the Banks a continuing security interest in the Collateral, which includes (as set forth in Schedules III and IV of the Collateral Agreement) all Patents and Trademarks, whether "now owned or at any time hereafter acquired by such Grantor";

WHEREAS, after execution of the Collateral Agreement, additional Trademarks and Patents (including those set forth on Schedule A and Schedule B, respectively, hereto) have been acquired by the Company; and

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Security Interest;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Collateral Agreement), the receipt of which is hereby acknowledged, and as part of the Company's obligations that it undertook to induce the Banks to make Advances and other financial accommodations to the Borrowers pursuant to the Facilities Agreement, the Company agrees, for the benefit of the Security Trustee and the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest, including its preamble and recitals, have the meanings provided or provided by reference in the Facilities Agreement and the Collateral Agreement.

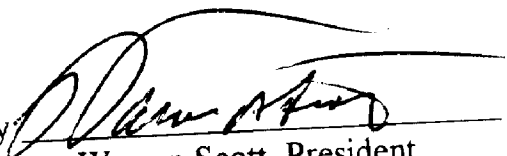
SECTION 2. Grant of Security Interest. The Company hereby pledges, and grants a continuing security interest in, and a right of setoff against, (and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys) the Trademarks listed on Schedule A hereto, and the Patents listed on Schedule B hereto, to the Security Trustee for the benefit of the Security Trustee and the Banks to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Security Interest has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Banks under the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Security Trustee and Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Security Trustee and Banks with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Facilities Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

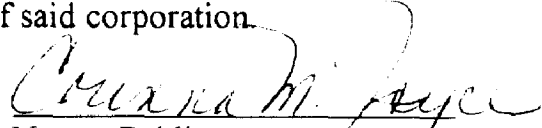
IN WITNESS WHEREOF, the Company has caused this Security Interest to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

AVECIA INC.

By   
Warren Scott, President

STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE ) SS

On this 14 day of May, 2001, before me personally came, Warren A. Scott, who is personally known to me to be the President of Avecia Inc., a Delaware Corporation, who being duly sworn did depose and say that he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public  
Commission Expires 11/14/04

**CORINNA M. JOYCE**  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Nov. 14, 2004

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**Schedule A**

Trade Mark	Country	Application Date	Application No.	Spec of Goods
BEING	US	October 2000	76/155750	Aromatherapy products, namely, gels, lotions, powders and liquids for use in pools, spas, hot tubs, baths and jetted baths

**Schedule B**

Case No	Country	Application Date	Application Number	Short Title
SMC 60237	AUT	Feb 2000	91216/98	Process for the extraction of metals from ammoniacal solution
SMC 60237	BRT	Feb 2000	P19811404.2	Process for the extraction of metals from ammoniacal solution
SMC 60237	CAT	Feb 2000	2302353	Process for the extraction of metals from ammoniacal solution
SMC 60237	EPT	Feb 2000	98943409.7	Process for the extraction of metals from ammoniacal solution
SMC 60237	IDT	Feb 2000	W-20000380	Process for the extraction of metals from ammoniacal solution
SMC 60237	JPT	Feb 2000	2000-507851	Process for the extraction of metals from ammoniacal solution
SMC 60237	KRT	Feb 2000	7002022/2000	Process for the extraction of metals from ammoniacal solution
SMC 60237	MXT	Feb 2000	1843	Process for the extraction of metals from ammoniacal solution
SMC 60237	UST	Feb 2000	09/486313	Process for the extraction of metals from ammoniacal solution
SMC 60322	WO	Nov 1999	PCT/US99/23995	Aqueous Resin Dispersion
SMC 60347	WO	Mar 2000	PCT/GB00/00979	Aqueous Fungicide Dispersion
SMC 60391	AR	Oct 2000	P000105516	Aqueous Concentrate
SMC 60391	CL	Oct 2000	2000-2902	Aqueous Concentrate
SMC 60391	CO	Oct 2000	00080124	Aqueous Concentrate
SMC 60391	JM	Oct 2000	18/1/4049	Aqueous Concentrate
SMC 60391	US/P	Oct 2000	09/422231	Aqueous Concentrate
SMC 60391	UY	Oct 2000	26409	Aqueous Concentrate
SMC 60391	VE	Oct 2000	2339-2000	Aqueous Concentrate
SMC 60391	WO	Oct 2000	PCT/GB00/03906	Aqueous Concentrate
SMC 60408	US/P	Feb 2000	60/180893	Treatment of Circulating Water Systems With Fungicides
SMC 60409	US/P	Feb 2000	60/180892	Treatment of Circulating Water Systems With Herbicides
SMC 60409	WO	Jan 2001	PCT/GB01/00474	Treatment of Circulating Water Systems With Herbicides
SMC 60407	US/P	Dec 1999	09/53685	Phenothiazine Material In Prill Form And Method Therefor
SMC 60407	WO	Dec 2000	PCT/GB00/04600	Phenothiazine Material In Prill Form And Method Therefor
SMC 60409A	US/P	Feb 2001		Compositions and Methods For Controlling Algae In Recirculating Water Systems

SIMPSON THACHER & BARTLETT

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DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-2254

RGreenberg@stblaw.com

BY EXPRESS MAIL

October 18, 2001

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Assignment Division  
1213 Jefferson Davis Hwy, 3<sup>rd</sup> Floor  
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of Chase Manhattan International Limited, as Security Trustee, covering 5 U.S. patent applications and 5 PCT applications.

A check for \$400 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

  
Robyn Greenberg

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

SINGAPORE

LONDON

HONG KONG

TOKYO

RECORDED: 10/19/2001

PATENT  
REEL: 012253 FRAME: 0495