

04-04-2002

Form PTO-1595
(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102044029

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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):

The C.P. Hall Company

3-6-02

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as agent

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 231 S. LaSalle Street

City: Chicago State: IL Zip: 60697

Execution Date: 12/31/00

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)

Attachment B

B. Patent No.(s)

See Attachment A

Additional numbers attached? Yes No

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

Name: Peter J. Barrow

Internal Address: Neal Gerber & Eisenberg

Street Address: Two North LaSalle Street

City: Chicago State: IL Zip: 60602

6. Total number of applications and patents involved: 22

7. Total fee (37 CFR 3.41).....\$565.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Alia M. Caravelli
Name of Person Signing

Alia M. Caravelli
Signature

2/18/02
Date

Total number of pages including cover sheet, attachments, and documents: 16

04/03/2002 JYALLAH2 00000039 4185150

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

01 FC:581

880.00 DP

PATENT
REEL: 012735 FRAME: 0389

PATENTS

Issued

Patent No.	Issue Date	Title
0004185150	1/22/80	Production of polyamides from dicarboxylic acids produced by nitric....
0004182844	1/8/80	Cationic polymeric resins, their preparation and use
0004173552	11/6/79	Rubber Additive
0004309302	1/5/82	Rubber Additive
5028647	1/7/93, abandoned	Polyester composition containing an ester. <u>Serial #007/323107, filing date: 3/13/89</u>
5777014	7/7/98	PVC sheet material having improved water-based coating receptivity. <u>Serial# 008/753925, filing date: 12/3/96</u>
5788954	8/4/98	Hydrating Skin Care & Sunscreen Composition... (Or Stable sunscreen composition...) <u>serial #008/752586, filing date: 11/21/96</u>
5783173	7/21/98	Stable Sunscreen Composition...
5849273	12/15/98	Skin Care and Sunscreen Composition
5993789	11/30/99	Photostable Sunscreen Comp. Containing Dibenzoylmethane...
6129909	10/10/00	Comp. Containing Diesters or Polyesters of Naphthalene
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Pending

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09/523336	3/10/00	Stable Sunscreen Comp...
09/490230	1/24/00	Diesters of Naphthalate Dicarboxylic acid
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09/452929	12/2/99	Ultraviolet Radiation Absorbing Waxes...
60/194541	4/4/00	Diesters & Polyesters of Halogenated Naphthalene
60/187670	3/8/00	Diesters & Polyesters of Naphthalate Dicarboxylic...
09/592026	6/12/00	Stable Sunscreen Comp. Containing a Barium Comp.
60/180999	2/8/00	Low VOC, Ctg. Comp. Having Improved Flex & Impact

RESTATED PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

THIS RESTATED PATENT AND TRADEMARK COLLATERAL ASSIGNMENT (this "Agreement"), dated as of December 31, 2000, is executed by **THE C.P. HALL COMPANY**, an Ohio corporation (the "Grantor"), in favor of **BANK OF AMERICA, N.A.** (formerly known as Bank of America National Trust and Savings Association, "BOA"), as the Agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H :

WHEREAS, the Grantor, CPH Holding Corp. ("Holding") and Bank of America National Trust and Savings Association (predecessor by merger to BOA) entered into a Loan and Security Agreement dated as of December 18, 1997, as thereafter amended (the "Original Credit Agreement") which Original Credit Agreement is being amended and restated as of the date hereof by that certain Amended and Restated Credit Agreement, dated as of date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Grantor, the various financial institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, pursuant to which the Lenders have extended Commitments to make loans and other financial accommodations to the Grantor; and

WHEREAS, the Grantor has executed and delivered to BOA as the Lender and Patent and Trademark Collateral Assignment dated as of December 18, 1997, (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Original Patent and Trademark Assignment") as a condition precedent to the making of the initial Credit Extensions under the Credit Agreement; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Borrower Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Credit Extensions after the Restatement Effective Date under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Property (as defined below) and Patent Property (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Credit

Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

“Agent” is defined in the Preamble.

“Agreement” is defined in the Preamble.

“BOA” is defined in the Preamble.

“Borrower Security Agreement” is defined in the Recitals.

“Credit Agreement” is defined in the Recitals.

“Grantor” is defined in the Preamble.

“Lender(s)” is defined in the Recitals.

“Lender Party” means, as the context may require, any Lender or the Agent and each of its respective successors, transferees, and assigns.

“Original Credit Agreement” is defined in the Recitals.

“Original Trademark Security Agreement” is defined in the Recitals.

“Patent” is defined in Section 2.

“Patent Property” is defined in Section 2.

“Trademark” is defined in Section 2(a).

“Trademark Property” is defined in Section 2.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor hereby assigns and pledges to the Agent for its benefit and the ratable benefit of the Lender Parties a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which

any of the foregoing have appeared or appear, designs and General Intangibles of a like nature (all of the foregoing items in this **clause (a)** being collectively called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States Federal or state government, and corresponding offices in other countries of the world, including those referred to in **Item A** of **Schedule I** attached hereto:

(b) all Trademark licenses, including each Trademark license referred to in **Item B** of **Schedule I** attached hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a)** and **(b)** above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **clauses (a)** and **(b)** above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A** and **Item B** of **Schedule I** attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license (collectively, the "Trademark Property").

(f) all letters patent ("Patents") and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in **Item A** of **Schedule II** attached hereto.

(g) all patent licenses, including each patent license referred to in **Item B** of **Schedule II** attached hereto;

(h) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in **clauses (f)** and **(g)** above;

(i) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in **Item A** of **Schedule II** attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in **Item B** of **Schedule II** attached hereto, and all rights corresponding thereto throughout the world (collectively, the "Patent Property").

SECTION 3. Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Property and Patent Property with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Borrower Security Agreement. The Credit Agreement, the Borrower Security Agreement and all other Collateral Documents (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. No Further Trademark Registrations Without Security Interest on File. The Grantor hereby covenants that (a) it shall promptly, but no later than five days, after filing any additional Trademark or Patent applications with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world, it shall execute and file (at its expense) either a supplement substantially identical to this Agreement covering such application in the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world immediately after a serial number or other identifier has been assigned to such application or such other documents or instruments as the Agent shall have notified Grantor are necessary or appropriate, in each case, for the full perfection of a first priority security interest in favor of the Agent in such applications, such documents reflecting such security interests in favor of the Agent to be on file in any event in all requisite offices within three months after the filing by Grantor of any application.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Property and Patent Property which has been granted hereunder.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and each of the other Lender Parties with respect to the security interest in the Trademark Property and Patent Property granted hereby are more fully set forth in the Borrower Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Covenants. In addition to and not in limitation of the covenants and agreements contained in the Borrower Security Agreement, Grantor hereby covenants and agrees that it will not enter into any Trademark or Patent licenses or any other agreements that provide Grantor with the right to use Trademarks or patents after the date hereof which would restrict the ability of Grantor to grant a security interest in favor of the Agent therein unless it obtains the prior written consent of the Agent. Grantor shall not, without the Agent's prior written consent, grant any exclusive licenses, or otherwise transfer all or substantially all Grantor's rights, with

respect to any item comprising Trademark Property or Patent Property, except as permitted under the Credit Agreement and the Borrower Security Agreement.

SECTION 8. Grant of License to Use Trademark and Patent Property. For the purpose of enabling the Agent to exercise rights and remedies under this Agreement, the Borrower Security Agreement, the Credit Agreement and all other Loan Documents, at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, and as a supplement to and not in limitation of any and all rights and remedies available to the Agent, to the extent the Agent chooses to avail itself of the following, upon and subject to the occurrence and during the continuance of an Event of Default, the Grantor grants, to the extent not prohibited by applicable law or currently existing licenses granted in the ordinary course of business (unless and until appropriate consents have been obtained), to the Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any Trademark Property or Patent Property now owned or hereafter acquired by Grantor; provided, however, that to the extent such Trademark Property or Patent Property consists of Trademark or Patent licenses or other agreements that provide Grantor with the right to use Trademarks or patents the non-exclusive license granted hereby to the Agent shall be subject to the terms and conditions contained in such Trademark or Patent licenses or such other agreements.

SECTION 9. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. The provisions of this Agreement are in addition to, and not intended to be a limitation of, the duties of Grantor and the rights of the Agent and each other Lender Party under the Credit Agreement or any of the other Loan Documents. To the extent there exists any conflict or ambiguity between the terms, covenants and conditions of this Agreement and any of the other Loan Documents, the terms, covenants and conditions which shall enlarge the rights and remedies of the Agent and each other Lender Party and the interest of the Agent and each other Lender Party in the Collateral, afford the Agent and each other Lender Party greater financial security in the Collateral and better assure payment of the Liabilities in full, shall control.

SECTION 10. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

SECTION 11. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 12. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY

PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

SECTION 13. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 14. Amendment and Restatement. This Agreement is an amendment, restatement and continuation of the Original Patent and Trademark Collateral Assignment. Nothing herein shall be deemed to in any way terminate or limit any lien, claim or security interest heretofore granted to or retained by BOA, now in its capacity as Agent, for its benefit and the ratable benefit of each of the Lender Parties, under or pursuant to the Original Patent and Trademark Collateral Assignment.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the day and year first above written.

~~THE C.P. HALE COMPANY~~

By: [Signature]

Title: CEO

Address: 311 South Wacker Drive
Chicago, Illinois 60606

Attention: T.L. Seom

Facsimile number: 312-354-7499

SCHEDULE I

Item A. Trademarks

Registered Trademarks

*Country	Trademark	Registration No.	Registration Date
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See Attached

Pending Trademark Applications

*Country	Trademark	Serial No.	Filing Date
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See Attached

Trademark Applications in Preparation

*Country	Trademark	Docket No.	Effective Filing Date	Products/ Services
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See Attached

Item B. Trademark Licenses

Trademark Applications in Preparation

*Country or Expiration Date	Trademark	Licensor	Licensee	Effective Date	Date
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See Attached

Trademarks

Registered Trademarks

<u>**Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See Attached

Pending Trademarks Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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See Attached

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products Services</u>
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See Attached

** List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

TRADEMARKS

Issued

Trademark	Registration No.	Issue Date	Renewal
D-148	1898502	6/13/95	
EMULVIS	1032661	2/10/76	
FLAME ON COLORED DESIGN	0419727	3/5/46	
FLAME ON COLORED DESIGN	0419601	2/26/46	
FLAME ON DESIGN	0419599	2/26/46	
FLAME ON DESIGN	0419600	2/26/46	
GLYSO-LUBE	1909689	8/8/95	
HALLBRITE	2090138	8/19/97	
HALLCO	0723733	11/14/61	
HALLCOMID	1322832	3/5/85	
HALLCOTE	1332724	4/30/85	
HALLSTAR	2090136	8/19/97	
HALLTRESS	2090137	8/19/97	
INTERLUBE 292	1914400	8/29/95	
MAGCARB	1954415	2/6/96	Renewed until 04/29/08
MAGLITE	0391917	2/12/41	
MAGLITE D-BAR	0961834	6/26/73	
MARMAG	0666738	9/9/58	
MONOPLEX	0432867	9/16/47	renewed
NOT JUST BETTER, BRILLIANTLY BETTER	2110794	11/4/97	
NOT JUST BETTER, BRILLIANTLY BETTER	2161480	6/2/98	
PARA-FLUX	0205178	11/3/25	
PARAPLEX	1252592	10/4/83	
PLASTHALL	1180709	12/8/81	
QUIKOTE	1950251	1/23/96	
SAILING SHIP DESIGN	74653698	11/19/96	Assigned to CPH on 11/18/97
SILREX	1954186	2/6/96	
STAFLEX	0843087	1/30/68	
STAFLEX	0325370	6/18/35	
SUPRMIX	1582116	2/13/90	renewing
TEGMER (STYLIZED)	2037232	2/11/97	
URETHHALL	1728517	10/27/92	
WET ZINC	1927485	10/17/95	
ZINCOTE	1911015	08/15/95	

Pending

Trademark	Serial number	Filing date	Status
BUNAWELD	0000003		
D-148 DRY	0000001		
HALLCOMAG	75/703750	5/12/99	pending
HALLCO-PLEX	75/642338	02/11/99	pending
HALLQUEST	75/113495	06/03/96	pending
HALLSERV	75/668/141	05/25/99	pending
HYDROZINC	0535239	6/9/94	abandoned
MIKOTE	0000004		
MILLREX	0000002		
MOLD LUBE 426	0000008		
ORC-222	0535234	6/9/94	abandoned
REXANOL	0000007		
SLAB DIP	0000006		
TQ	75/685/627	04/19/99	pending

SCHEDULE II

Item A. Patents

Issued Patents

Country	Patent No.	Issue Date	Inventor(s) Title
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See Attached

Pending Patents Applications

Country	Serial No.	Filing Date	Inventor(s) Title
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See Attached

Patent Applications in Preparation

Country	Docket No.	Expected Filing Date	Inventor(s) Title
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See Attached

Item B. Patent Licenses

Country or Subject Territory	Licensor Matter	Licensee	Effective Date	Expiration Date
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See Attached

NGEDOCs:13242.0245:580593.1

PATENTS

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