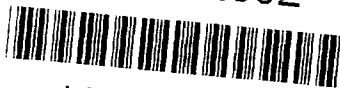


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Form PTO-159
(Rev. 03/01)

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

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
JPMorgan Chase Bank,
successor in interest to
Texas Commerce Bank National
Association

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security
Agreement

Execution Date: April 4, 2002

2. Name and address of receiving party(ies)

Name: Engineered Carbons, Inc.

Internal Address: _____

Attn: Edwin H. Schmidt, Jr.Street Address: 1215 Main StreetP.O. Box 667City: Port Neches State: TX Zip: 77651Additional 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)

4138471

B. Patent No.(s)

See attached Annex IAdditional numbers attached? ☒ Yes ☐ No

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

Name: Huber Lawrence & AbellInternal Address: Gregory J. Blasi, Esq.Street Address: 605 Third AvenueCity: New York State: NY Zip: 101586. Total number of applications and patents involved: 107. Total fee (37 CFR 3.41).....\$ 65☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Daniel Brown
Name of Person Signing[Signature]
Signature4/4/02
DateTotal number of pages including cover sheet, attachments, and documents: 6

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

04/19/2002 JJA/LAH 00000015 4138471

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PATENT
REEL: 012795 FRAME: 0587

ANNEX I

United States Patent Number

4,138,471
4,088,741
4,211,578
4,158,682
4,158,690
4,261,964
4,282,199
4,309,399
4,577,680
4,846,894

RELEASE OF PATENT SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the successor in interest to Texas Commerce Bank National Association and the Agent under the Patent Security Agreement, attached hereto as Exhibit A, does hereby RELEASE and DISCHARGE the Patent Security Agreement and all liens and rights created thereby.

EXECUTED as of the 4th day of April, 2002.

JP MORGAN CHASE BANK, as Agent

By: [Signature]
Name: THOMAS F. MAHER
Title: MANAGING DIRECTOR
(Chairman, President, CEO, Vice-President,
Assistant Vice President, Treasurer, or CFO)

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On the 4th day of April in the year 2002, before me personally came Thomas F. Maher to me known, who, being by me duly sworn, did depose and say that he/she resides in UPPER SADDLE RIVER, N.J.; that he/she is the Managing Director of JPMorgan Chase Bank, a New York banking corporation, the corporation described in and which executed the above instrument; and that he/she signed his/her name(s) thereto by authority of the board of directors of said corporation.

[Signature]
Notary Public:

Margarita Ortiz
Notary Public, State of New York
Registration #010R6041062
Qualified In Queens County
My Commission Expires May 1, 20 07



EXHIBIT A

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement"), dated as of July 6, 1995, is by and between ENGINEERED CARBONS, INC. (the "Debtor"), a corporation duly organized and validly existing under the laws of the State of Delaware, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, as agent for the Banks (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, Ameripol Synpol Corporation ("Borrower"), a Delaware corporation, Agent and certain financial institutions a party thereto from time to time (collectively, the "Banks" and each a "Bank") have entered into an Amended and Restated Loan Agreement dated as of July 6, 1995 (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, Debtor and Agent on behalf of Banks have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Loan Agreement contemplates the execution of this Agreement between the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Banks a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) (x) all letters patent of the United States or any other country described in Schedule 1 attached hereto, all registrations and recordings thereof, and all applications for such letters patent, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, and (y) all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the items listed in the preceding clauses (x) and (y) is herein called a "Patent");

(b) each agreement described in Schedule 1 attached (each herein called a "Patent License");

(c) all products and proceeds of, and renewals and replacements of, each Patent and Patent License, and all general intangibles relating to or arising in connection with any Patent or Patent License, including, without limitation, any claim for past, present or future infringement of any Patent, and of any patent licensed under any Patent License.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Banks pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Patent Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of July 6, 1995.

ENGINEERED CARBONS, INC.,
as Debtor

By: K. Robert Bedell
~~Mahendra Parekh~~, K. Robert Bedell
Vice President

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION, as Agent

By: P. Stan Burge
P. Stan Burge,
Vice President

Attachment:

Schedule 1 - Patents and Patent Licenses

THE STATE OF NEW YORK §
COUNTY OF NEW YORK §

K. Robert Beall

This instrument was acknowledged before me on July 6, 1995, by Mahendra Parekh, President of ENGINEERED CARBONS, INC., a Delaware corporation, on behalf of said corporation.

Vice

[SEAL]

ALEXANDRA HAAS
Notary Public, State of New York
No. 01HA5035656
Qualified in New York County
Commission Expires November 7, 1996

[Signature]
Notary Public in and for the
State of NEW YORK

Printed Name: Alexandra Haas

My Commission Expires:

11/7/96

THE STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on July 6, 1995, by P. Stan Burge, Vice President of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, as agent on behalf of said association.

[SEAL]

ALEXANDRA HAAS
Notary Public, State of New York
No. 01HA5035656
Qualified in New York County
Commission Expires November 7, 1996

[Signature]
Notary Public in and for the
State of New York

Printed Name: Alexandra Haas

My Commission Expires:

11/7/96

**SCHEDULE 1 TO
PATENT SECURITY AGREEMENT**

PATENTS

United States Patent Numbers:

4,138,471
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4,211,578
4,158,682
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