

Form PTO-1595

(rev 3/1)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

**Chase Bank of Texas, N.A., f.k.a. Texas
Commerce Bank N.A.**☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

**Sterling Canada, Inc.
1200 Smith Street, Suite 1900
Houston TX 77002-4312**

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: **Release of Security Interest**Execution Date: **December 19, 2002**Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No(s).

B. Patent No(s).

4729817	4465658	4473540
4678655	4627969	4931268
4683039	5066477	4731169
4853096	4767510	4915927
5366714	5174868	5284553
5116595	5205995	5399332
5277768	5256261	

Additional numbers attached? ☐ Yes ☒ No

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

**Diane J. Kasselman, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/patents involved:

207. Total fee (37 CFR 3.41) **\$800**☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 695120/3)8. Deposit Account No. **19-2385**

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.***Diane J. Kasselman**

Name

Signature

December 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: **8**

RELEASE

(Patents)

This RELEASE (Patents) dated this 19th day of December, 2002, memorializes for recordation purposes, a prior release granted by Chase Bank of Texas, N.A., f.k.a. Texas Commerce Bank N.A. ("Assignor") to Sterling Canada, Inc., a Delaware corporation ("Assignee"), as follows:

Reference is made to that certain Amended and Restated Credit Agreement dated July 10, 1997 (the "Credit Agreement") among Sterling Chemicals, Inc., Assignor and various financial institutions parties thereto, and the Loan Documents (as defined in the Credit Agreement) thereunder, pursuant to which Assignor held a security interest in all of Assignee's right, title and interest in certain collateral, including the patents and patent applications listed on Schedule A hereto (the "Patents");

WHEREAS, the applicable Loan Document granting such security interest in the Patents was recorded with the United States Patent and Trademark Office on September 16, 1996, at Reel 8126, Frame 0807;

WHEREAS, in a letter dated July 22, 1999, attached hereto as Exhibit A, Assignor released all its rights to any collateral, including the Patents, upon which it had a lien under the Loan Documents (the "Release").

NOW, THEREFORE, Assignee hereby authorizes and requests the United States Patent Office to record the Release.

Exhibit A

[See attached letter]

SEP 13 1999 17:06 FR RYER BROWN & PLATT 212 262 1910 TO 17132387158 P.02



Chase Bank of Texas, N.A.
 50 Travis Street, 20th Floor
 Houston, Texas 77002
 Tel 713-216-4310
 Telex 781-216-0670

David G. Mius
 Senior Vice President
 Corporate Lending
 Refining & Petrochemicals

July 22, 1999

Starling Chemicals, Inc.
 333 Clay, Suite 3700
 Houston, TX 77002

Attention Mr. Ken Hale

Gentlemen:

Reference is made to that certain Amended and Restated Credit Agreement dated July 10, 1997 (the "Credit Agreement"), among Starling Chemicals, Inc., a Delaware Corporation (the "Borrower"), the various financial institutions parties thereto (collectively, the "Lenders") and Chase Bank of Texas, N.A., as agent (the "Agent") for the Lenders. Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in the Credit Agreement.

As per your request, we hereby advise you that the aggregate outstanding amount payable (the "Payment Amount") under the Credit Agreement and the Loan Documents on July 23, 1999, (the "Scheduled Payoff Date") is \$326,598,371.25 which consists of the following amounts:

- (a) \$76,500,000.00 in aggregate outstanding principal of the Term-A Loans;
- (b) \$42,500.00 in interest on the Term-A Loans accrued to the Scheduled Payoff Date;
- (c) \$196,500,003.00 in aggregate outstanding principal of the Term-B Loans;
- (d) \$114,625.00 in interest on the Term-B Loans accrued to the Scheduled Payoff Date;
- (e) \$51,200,000.00 in aggregate outstanding principal of the Revolving Loans;
- (f) 176,599.64 in interest on the Revolving Loans accrued to the Scheduled Payoff Date;
- (g) \$1,128.47 in interest on the ESOP Loans accrued to the Scheduled Payoff Date;
- (h) \$2,031,250.00 in aggregate outstanding principal of the ESOP Loans; and,
- (i) 32,265.14 in unpaid Letter of Credit fees and commitment fees.

Upon our receipt of the Payment Amount on the Scheduled Payoff Date,

- (a) full payment will have been made of all principal, interest, Letter of Credit fees, commitment fees and other obligations owed to us under the Credit Agreement and the Loan Documents, and you shall have no further obligation to us under the Credit Agreement and the Loan Documents which will terminate and have no further force or effect (except with respect to those provisions of the Credit Agreement or any Loan Document which by their express terms survive the payment of the Obligations and termination of the Commitments);

Funds should be wired to Chase Bank of Texas, N.A., ABA #113000660 for the loan account of Starling Chemicals, Inc. #40100923987.

SEP 13 1999 17:07 FR WYER BROWN & PLATT 212 262 1910 TO 7132387158 P.03

(b) all security interest granted to us under the Loan Documents shall automatically be, and hereby are, released, and all rights to any collateral upon which we had a lien under the Loan Documents shall automatically revert to you, each without delivery of any instrument or performance of any act by any party; and,

(c) we shall (i) return to you or your agent all Pledged Property (as defined in each Pledge Agreement) delivered to us pursuant to such Pledge Agreement, together with accompanying stock powers and allgages in the forms delivered to us, together with all other certificates, instruments, quit claim deeds for mortgages detailed in Exhibit I, and stock powers pledged under the Credit Agreement and (ii) deliver to you or your agent UCC-3 (and UCC-9) termination statements with respect to the Uniform Commercial Code filings made and delivered pursuant to the terms of the Credit Agreement in each case executed by Chase Bank of Texas, N.A., as Agent.

Please note that we have already requested each Lender to return to you or your agent promptly following the payment of the amounts set forth above such Lender's Notes delivered under the Credit Agreement.

We agree to execute such additional documents and perform such further acts as may be reasonably required or desirable to carry out or perform the foregoing provisions of this letter; provided, that (i) all reasonable costs and expenses incurred in connection therewith shall be payable by the Borrower and (ii) all such documents and instruments shall be delivered without representation or warranty by Chase Bank of Texas, N.A., as Agent.

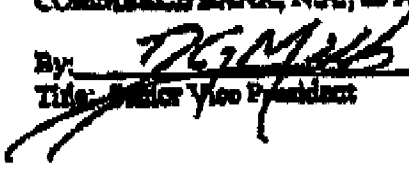
By your signature below you represent to Chase that no Rate Protection Agreements or Foreign Exchange Contracts are in effect.

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

THIS LETTER SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

CHASE BANK OF TEXAS, N.A., *its* TEXAS
COMMERCE BANK, N.A., as Agent

By: 

Title: Senior Vice President

ACKNOWLEDGED AND AGREED TO:
STERLING CHEMICALS, INC.

By: _____
Title: _____

SEP 13 1999 17:07 FR JAMES BROWN & PLATT 212 262 1910 TO 917132387158 P.04

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EXHIBIT 1

Texas

Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement

Mortgagor: STX Chemicals Corp.

Dated: August 21, 1996

Recorded: Official Public Records of Real Property of Galveston County, Texas under Clerk's File No. 963446

Second Line Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement

Mortgagor: Sterling Chemicals, Inc.

Dated: January 31, 1997

Recorded: Official Public Records of Real Property of Galveston County, Texas under Clerk's File No. 9703714

Amended, Restated and Consolidated Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement

Mortgagor: Sterling Chemicals, Inc.

Dated: July 10, 1997

Recorded: Official Public Records of Real Property of Galveston County, Texas under Clerk's File No. 9725518

Florida

Mortgage, Assignment and Security Agreement

Mortgagor: Sterling Fibers, Inc.

Dated: January 31, 1997

Recorded: Official Records of Santa Rosa County, Florida in Book 1568, Page 228

Georgia

Leasehold Deed to Secure Debt, Assignment and Security Agreement

Mortgagor: Sterling Pulp Chemicals, Inc.

Dated: August 21, 1996

Recorded: Clerk's File No. 124305, Deed Book 1333, Page 125

First Supplement and Amendment to Leasehold Deed to Secure Debt, Assignment and Security Agreement

Mortgagor: Sterling Pulp Chemicals, Inc.

Dated: January 31, 1997

Recorded: Clerk's File No. 131049, Deed Book 1380, Page 241

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Schedule A

UNITED STATES

TITLE	COUNTRY	PATENT NUMBER	APPL'N NUMBER	FILING DATE	EXPIRY DATE
Hydrogen Peroxide Delignification	United States	4729817		851219	050308
Chlorine Dioxide Process	United States	4465658		830613	030613
Chlorine Dioxide Process	United States	4473540		830707	030707
Effluent Acid Recovery from Mathieson plants	United States	4678655		840801	040801
Production of Chlorine Dioxide	United States	4627969		840913	040913
Production of Chlorine Dioxide	United States	4931268		890828	070605
Pervaporation of Chlorine Dioxide	United States	4683039		851224	051224
Production of Chlorine Dioxide	United States	5066477		900918	081119
Selective Removal of Chlorine from Solutions of Chlorine Dioxide and Chlorine	United States	4731169		861029	061029
Production of Chlorine Dioxide in an Electrolytic Cell	United States	4853096		880218	080218
Electrolytic Production of Chlorine Dioxide	United States	4767510		870603	070603
Electrosynthesis of Chloric Acid	United States	4915927		881021	081021
Hydrogen Peroxide based Chlorine Dioxide Process	United States	5366714		920609	120609
Chlorine Dioxide Generation from Chloric Acid	United States	5174868		900822	100822
Chlorine Dioxide Generation from Chloric Acid	United States	5284553		930406	110208
Metathesis of Acidic by- product of Chlorine Dioxide Generating Process	United States	5116595		910422	110422
Metathesis of Acidic by- product of Chlorine Dioxide Generating Apparatus	United States	5205995		920227	110422

TITLE	COUNTRY	PATENT NUMBER	APPL'N NUMBER	FILING DATE	EXPIRY DATE
Dynamic Leaching Procedure for Metathesis	United States	5399332		931020	131020
Membrane Cell Washing	United States	5277768		920403	120403
Membrane Cell Operation	United States	5256261		920821	120821