


Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): CPH Innovations Corp. Execution Date(s) <u>09/29/2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>LaSalle Bank National Association</u> Internal Address: _____ Street Address: <u>135 South LaSalle Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Country: <u>U.S.</u> Zip: <u>60603</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) See attached B. Patent No.(s) See attached Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Nicole M. Walker</u> Internal Address: <u>Neal, Gerber & Eisenberg LLP</u> Street Address: <u>Two North LaSalle Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60602-3801</u> Phone Number: <u>312.269.5299</u> Fax Number: <u>312.269.1747</u> Email Address: <u>nwalker@ngelaw.com</u>	6. Total number of applications and patents involved: <u>31</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>1240</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>502261</u> Authorized User Name <u>Nicole M. Walker</u>
9. Signature:  Nicole M. Walk Name of Person Signing	October 8, 2004 Date Total number of pages including cover sheet, attachments, and documents: <u>17</u>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$1680.00 502261 09778685

CPH Innovations

SCHEDULE II

Item A. Patents

Issued Patents

Country	Inventor	Patent No	Issued	Title
AUSTRALIA	BONDA, C.	728369	26-Apr-01	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, EG PARSOL 178
UNITED STATES	BONDA, C.	5783173	21-Jul-98	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, EG PARSOL 178
UNITED STATES	BONDA ET AL.	6355261	12-Mar-02	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
UNITED STATES	BONDA, C.	6210658	03-Apr-01	STABLE SUNSCREEN COMPOSITION CONTAININGA BARIUM COMPOUND, E.G. BARIUM SULFATE,A D
UNITED STATES	BONDA, C.	6537529	25-Mar-03	SUNSCREEN COMPOSITIONS AND METHODS AND AND MATERIALS FOR PRODUCING THE SAME
UNITED STATES	BONDA, C.	6485713	26-Nov-02	SUNSCREEN COMPOSITIONS AND METHODS AND MATERIALS FOR PRODUCING THE SAME
UNITED STATES	BONDA, C.	5788954	04-Aug-98	HYDRATING SKIN CARE AND SUNSCREEN COMPOSITION CONTAINING DIBENZOYLMETHANEDER
AUSTRALIA	BONDA, C.	743954	23-May-02	SKIN CARE AND SENSSCREEN COMPOSITION CONTAINING DIBENZOLMENTHANE DERIVATIVE,E.G
UNITED STATES	BONDA, C.	5848273	15-Dec-98	SKIN CARE AND SENSSCREEN COMPOSITION CONTAINING DIBENZOLMENTHANE DERIVATIVE,E.G
UNITED STATES	BONDA ET AL.	6350894	26-Feb-02	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, E.G., PAR

Pending Patent Applications

Country	Inventor	Serial No	Filed	Title
EUROPEAN PATENT OFFICE	BONDA, C.	97309289.3	19-Nov-97	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, EG PARSOL 178
AUSTRALIA	BONDA ET AL.	0045118/01	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
EUROPEAN PATENT OFFICE	BONDA ET AL.	992574.4	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
JAPAN	BONDA ET AL.	2001542884	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
PATENT COOPERATION TREATY	BONDA ET AL.	US00/42463	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
CANADA	YOKOYAMA ET AL.	2399582	07-Feb-01	LOW VOC, NONLINEAR POLYESTER POLYOL RESIN- BASED COMPOSITIONS
EUROPEAN PATENT OFFICE	YOKOYAMA ET AL.	1905465.9	07-Feb-01	LOW VOC, NONLINEAR POLYESTER POLYOL RESIN- BASED COMPOSITIONS

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Country	Inventor	Serial No	Filed	Title
PATENT COOPERATION TREATY	YOKOYAMA ET AL.	US01/03928	07-Feb-01	LOW VOC, NONLINEAR POLYESTER POLYOL RESIN-BASED COMPOSITIONS
UNITED STATES	YOKOYAMA ET AL.	009/778685	07-Feb-01	LOW VOC, COATING COMPOSITIONS HAVING IMPROVED FLEXIBILITY IMPACT RESISTANCE BAS
UNITED STATES	YOKOYAMA ET AL.	010/375522	27-Feb-03	LOW VOC, COATING COMPOSITIONS HAVING IMPROVED FLEXIBILITY AND IMPACT RES
PATENT COOPERATION TREATY	BONDA, C.	US03/04152	11-Feb-03	SUNSCREEN COMPOSITIONS AND METHODS AND AND MATERIALS FOR PRODUCING THE SAME
PATENT COOPERATION TREATY	BONDA, C.	US03/06408	04-Mar-03	METHODS OF MAKING AND SELLING A SUNSCREEN COMPOSITION
UNITED STATES	BONDA, C.	010/105990	25-Mar-02	METHODS OF MAKING AND SELLING A SUNSCREEN COMPOSITION
PATENT COOPERATION TREATY	O'ROURKE ET AL.	US03/21866	10-Jul-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR ELASTOMERS
UNITED STATES	O'ROURKE ET AL.	010/616658	10-Jul-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR ELASTOMERS
UNITED STATES	WENTWORTH ET AL.	010/144229	10-May-02	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSTRATE/ RUB
UNITED STATES	WENTWORTH ET AL.	010/301770	21-Nov-02	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSTRATE/ RUB
PATENT COOPERATION TREATY	WENTWORTH ET AL.	US03/14411	09-May-03	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSTRATE/ RUB
UNITED STATES	WENTWORTH ET AL.	010/435212	09-May-03	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSRATE/ RUB
PATENT COOPERATION TREATY	WENTWORTH ET AL.	US03/14717	09-May-03	LIQUID ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUB
UNITED STATES	WENTWORTH ET AL.	010/434616	09-May-03	LIQUID ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUB
PATENT COOPERATION TREATY	WENTWORTH ET AL.	US03/35853	12-Nov-03	LIQUID ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUB
UNITED STATES	WENTWORTH ET AL.	010/706386	12-Nov-03	LIQUID FORM ESTER/RESIN ADHESION PROMOTER
UNITED STATES	BONDA ET AL.	1827949	31-Dec-02	METHODS AND COMPOSITIONS EMPLOYING A DIALKYL AMIDE
UNITED STATES	O'ROURKE ET AL.	060/458648	28-Mar-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
UNITED STATES	O'ROURKE ET AL.	060/460903	07-Apr-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
PATENT COOPERATION TREATY	O'ROURKE ET AL.	US03/21462	10-Jul-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
UNITED STATES	O'ROURKE ET AL.	010/360294	07-Feb-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
UNITED STATES	BONDA, C.	010/241388	06-Sep-02	PHOTOSTABILICATION OF A SUNSCREEN COMPOSITION WITH LOW LEVELS OF AN ALP
PATENT COOPERATION TREATY	BONDA, C.	US03/15841	20-May-03	PHOTOSTABILIZATION OF A SUNSCREEN COMPOSITION WITH LOW LEVELS OF AN ALP

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Country	Inventor	Serial No	Filed	Title
UNITED STATES	BONDA, C	010/361223	10-Feb-03	PHOTOSTABILIZATION OF A SUNSCREEN COMPOSITION WITH LOW LEVELS OF AN ALP
UNITED STATES	BONDA ET AL.	010/246434	17-Sep-02	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A SUN
UNITED STATES	BONDA ET AL.	-133404	10-Jun-03	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A SUN
UNITED STATES	BONDA, C.	010/302423	22-Nov-02	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A SUB
PATENT COOPERATION TREATY	BONDA ET AL.	US03/30013	17-Sep-03	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A S
UNITED STATES	BONDA ET AL.	010/385833	11-Mar-03	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A S
EUROPEAN PATENT OFFICE	BONDA, C.	98309947.4	04-Dec-98	SKIN CARE AND SUNSCREEN COMPOSITION CONTAINING DIBENZOLMENTHANE DERIVATIVE,E.G
PATENT COOPERATION TREATY	WENTWORTH, G.	US03/358866	12-Nov-03	ADHESION PROMOTERS FOR CORD-REINFORCED THERMOPLASTIC POLYMERIC MATERIALS AND SUB
UNITED STATES	WENTWORTH, G.	010/706196	12-Nov-03	ADHESION PROMOTERS FOR CORD-REINFORCED THERMOPLASTIC POLYMERIC MATERIALS AND SUB
UNITED STATES	KLOSOWSKI ET AL.	010/718233	19-Nov-03	ADHESION PROMOTER FOR SEALANTS
UNITED STATES	NOVAK ET AL.	010/607701	27-Jun-03	THIN FILM EXPOXIDATION OF AN OR ALKYL FATTY ACID EST UNSATURATED OIL
UNITED STATES	NOVAK ET AL.	010/607616	27-Jun-03	THIN-FILM EXPOXIDATION OF AN OR ALKYL FATTY ASID EST UNSATURATED OIL

Patent Applications in Preparation

NONE

Item B. Patent Licenses

CPH Innovations Corp. has entered into License Rights Agreements, whereby it granted non-exclusive licenses to use certain patents, trademarks and other intellectual property to the following parties:

CPH Services Corp.
CPH Solutions Corp.
CPH Sales Corp.
CPH International Company
CPH Sales Acquisition Company
Ester Solutions Company
Hallcomid Solutions Company
Marine Magnesium & Minerals Company
Memphis Solutions Company
The C. P. Hall Company

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

THIS PATENT AND TRADEMARK COLLATERAL ASSIGNMENT (this "Agreement"), dated as of September 29, 2004 is executed by **CPH INNOVATIONS CORP.**, a Delaware corporation (the "Grantor"), in favor of **LASALLE BANK NATIONAL ASSOCIATION** (the "Lender").

WITNESSETH:

WHEREAS, each of the CPH Borrowers and the Lender have entered into a separate Restated Credit Agreement dated as of the date hereof (as amended, modified, supplemented or restated from time to time collectively, the "Credit Agreements") pursuant to which the Lender has agreed to make certain Credit Extensions to or for the account of such CPH Borrowers;

WHEREAS, in connection with the Credit Agreements, the Grantor has executed and delivered a 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 "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Credit Extensions to the CPH Borrowers under the Credit Agreements, the Grantor is required to execute and deliver this Agreement and to grant to the Lender 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 Lender to make the Credit Extensions to the CPH Borrowers pursuant to the Credit Agreements, the Grantor agrees, for the benefit of the Lender, 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 Agreements. 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):

"Agreement" is defined in the Preamble.

"Credit Agreements" is defined in the Recitals.

"Grantor" is defined in the Preamble.

"Lender" is defined in the Recitals.

"Patent" is defined in Section 2.

"Patent Property" is defined in Section 2.

"Security Agreement" is defined in the Recitals.

"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 of each Loan Party under any and all of the Loan Documents, the Grantor hereby collaterally assigns, grants and pledges to the Lender 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 Agreements. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender 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 Lender under the Security Agreement. The Credit Agreements, the Security Agreement and all other Collateral Documents (and all rights and remedies of the Lender 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, 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, immediately after a serial number or other identifier has been assigned to such application or such other documents or instruments as the Lender 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 Lender in such applications, such documents reflecting such security interests in favor of the Lender 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 Lender under the Credit Agreements, the Lender 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 Lender with respect to the security interest in the Trademark Property and Patent Property granted hereby are more fully set forth in the 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 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 Lender therein unless it obtains the prior written consent of the Lender.

SECTION 8. Grant of License to Use Trademark and Patent Property. For the purpose of enabling the Lender to exercise rights and remedies under this Agreement, the Security Agreement, the Credit Agreements and all other Loan Documents, at such time as the Lender 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 Lender, to the extent the Lender 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 Lender 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 Lender 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 Agreements 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 Lender under the Credit Agreements 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 Lender and the interest of the Lender in the Collateral, afford the Lender 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.

[signature page follows]

0/08/2004 16:28 FAX 312 269 1742

NEAL GERBER

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19/29/2004 11:50 C P HALL 5851 → 13125547499

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NO.875 0015

1/29/2004 10:28

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

CPH INNOVATIONS CORP.

By: *Yang Wenhu*

Title: *Vice President*

Address: 311 South Wacker Drive

Suite 4700

Chicago, IL 60606

Attention: Thomas C. Seum

Facsimile Number: (312) 554-7499

[Signature Page to Patent and Trademark Collateral Assignment]

CPH Innovations

SCHEDULE I

Item A. Trademarks

Registered Trademarks

Country	Mark	Class	Reg No	Reg Date	Status
CANADA	BUNATAK	0	19221	10-Mar-74	
UNITED STATES	D-148	4	1898502	13-Jun-95	
UNITED STATES	EMULVIS	1	1032661	10-Feb-76	
UNITED STATES	FLAME ON COLORED DESIGN	6	419727	05-Mar-46	
UNITED STATES	FLAME ON COLORED DESIGN	16	419601	26-Feb-46	
UNITED STATES	FLAME ON DESIGN	4	419599	26-Feb-46	
UNITED STATES	FLAME ON DESIGN	1	419474	19-Feb-46	
UNITED STATES	FLAME ON DESIGN	11	419600	26-Feb-46	
UNITED STATES	GLYSO-LUBE	4	1909689	08-Aug-95	
UNITED STATES	HALLBRITE	1	2090138	19-Aug-97	
UNITED STATES	HALLCO	6	723733	14-Nov-61	
UNITED STATES	HALLCO-PLEX	1	2594709	16-Jul-02	
UNITED STATES	HALLCOMAG	1	2445078	17-Apr-01	
UNITED STATES	HALLCOMID	1	1322832	05-Mar-85	
UNITED STATES	HALLCOTE	1	1332724	30-Apr-85	
UNITED STATES	HALLSTAR	1	2090136	19-Aug-97	
UNITED STATES	HALLTRESS	1	2090137	19-Aug-97	
BRAZIL	MAGCARB	1.9	4509013	15-Jun-72	
CANADA	MAGCARB	0	137821	23-Oct-64	
DENMARK	MAGCARB	1	4161966	12-Feb-66	
FRANCE	MAGCARB	1	1462810	29-Apr-88	
HONG KONG	MAGCARB	1	0000484/64	05-Jun-64	
ITALY	MAGCARB	1	455114	10-Nov-86	
NORWAY	MAGCARB	1	62562	19-Sep-63	
SOUTH AFRICA	MAGCARB	1	00063/1470	13-Aug-69	
SPAIN	MAGCARB	1	423741	13-Sep-66	
SWITZERLAND	MAGCARB	1	325573	20-May-83	
UNITED STATES	MAGCARB	1	1954415	06-Feb-96	
ARGENTINA	MAGLITE	1	1449845	30-Jun-93	
AUSTRALIA	MAGLITE	1	000A157360	18-May-61	
AUSTRIA	MAGLITE	1	50776	20-Aug-63	
BENELUX	MAGLITE	1	70648	21-Dec-73	
BRAZIL	MAGLITE	1	4508505	14-Jun-72	
CANADA	MAGLITE	1	137636	09-Oct-64	
COLOMBIA	MAGLITE	1	158960	28-Apr-94	

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Country	Mark	Class	Reg No	Reg Date	Status
DENMARK	MAGLITE	1	196000488	27-Feb-60	
FINLAND	MAGLITE	1	44971	21-Jun-65	
FRANCE	MAGLITE	1	1267239	22-Apr-59	
GERMANY	MAGLITE	1	736042	28-Apr-60	
GREAT BRITAIN	MAGLITE	1	789902	21-Apr-59	
GREECE	MAGLITE	1	25017	20-Dec-60	
HONG KONG	MAGLITE	1	0000198/60	02-Mar-60	
INDONESIA	MAGLITE	1	285602	09-Jan-93	
INTERNATIONAL TRADEMARK	MAGLITE	1	411480	27-Nov-74	
ITALY	MAGLITE	1	870108	17-Sep-60	
JAPAN	MAGLITE	1	1387191	30-Aug-79	
MEXICO	MAGLITE	1	406363	19-Feb-92	
NORWAY	MAGLITE	1	62565	19-Sep-63	
PORTUGAL	MAGLITE	1	186937	29-Dec-81	
SINGAPORE	MAGLITE	1	60810	13-May-74	
SOUTH KOREA	MAGLITE	10	237140	07-May-92	
SRI LANKA	MAGLITE	1	20733	04-Dec-59	
SWEDEN	MAGLITE	1	90357	23-Sep-60	
SWITZERLAND	MAGLITE	1	325575	20-May-63	
TAIWAN	MAGLITE	1	10958	01-Oct-60	
THAILAND	MAGLITE	3	22829	19-Nov-59	
UNITED STATES	MAGLITE	1	391917	02-Dec-41	
JAPAN	MAGLITE (IN KATAKANA)	1	1387192	30-Aug-79	
AUSTRALIA	MARMAG	1	000A157362	03-Dec-59	
BENELUX	MARMAG	1	496776	26-Apr-91	
DENMARK	MARMAG	1	0001704/60	23-Jul-60	
FRANCE	MARMAG	1	1271775	09-May-74	
GERMANY	MARMAG	1	935115	04-Sep-75	
GREAT BRITAIN	MARMAG	1	962694	21-Jul-70	
GREECE	MARMAG	1	25020	24-Nov-59	
HONG KONG	MARMAG	1	0000202/60	27-Nov-59	
MYANMAR	MARMAG	0	0000928/60	26-May-60	
SWEDEN	MARMAG	1	102935	06-Jun-62	
TAIWAN	MARMAG	1	10955	01-Oct-60	
THAILAND	MARMAG	3	37205	19-Nov-59	
UNITED STATES	MARMAG	1	666738	09-Sep-58	
AUSTRALIA	MONOPLEX	1	000A208931	20-Mar-67	
BRAZIL	MONOPLEX	1	6651380	10-Mar-78	
CANADA	MONOPLEX	0	000131/337	30-May-49	
CHILE	MONOPLEX	1	617911	17-Nov-81	
FRANCE	MONOPLEX	1	1394810	19-Feb-87	
GREAT BRITAIN	MONOPLEX	1	834139	04-May-83	
ITALY	MONOPLEX	1	116075	20-Feb-54	

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Country	Mark	Class	Reg No	Reg Date	Status
JAPAN	MONOPLEX	1	445457	28-May-84	
UNITED STATES	MONOPLEX	1	432867	16-Sep-47	
JAPAN	MONOPLEX IN KATAKANA	1	519987	09-May-88	
UNITED STATES	NOT JUST BETTER. BRILLIANTLY BETTER.	40	2161480	02-Jun-98	
UNITED STATES	NOT JUST BETTER, BRILLIANTLY BETTER.	1	2110794	04-Nov-97	
UNITED STATES	PARA-FLUX	12	205178	03-Nov-25	
AUSTRALIA	PARAPLEX	0	0000A97923	16-Feb-84	
PERU	PARAPLEX	0	93202	01-Sep-86	
TAIWAN	PARAPLEX	1	9287	01-Aug-59	
UNITED STATES	PARAPLEX	1	1252592	04-Oct-83	
URUGUAY	PARAPLEX	0	232981	11-Sep-90	
UNITED STATES	PLASTHALL	1	1180709	08-Dec-81	
UNITED STATES	QUIKOTE	4	1950251	23-Jan-96	
UNITED STATES	SAILING SHIP DESIGN	1	2016966	19-Nov-96	
UNITED STATES	STAFLEX	1	843087	30-Jan-68	
UNITED STATES	SUPRMIX	1	1582116	13-Feb-90	
UNITED STATES	TEGMER (STYLIZED)	1	2037232	11-Feb-97	
UNITED STATES	URETHHALL	1	1728517	27-Oct-92	
UNITED STATES	WET ZINC	4	1927485	17-Oct-95	
UNITED STATES	ZINCOTE	4	1911015	15-Aug-95	

Pending Trademark Applications

Country	Mark	Class	Appl No	Filed	Status
COLOMBIA	MONOPLEX	1	193536	17-Jul-80	
PHILIPPINES	MAGLITE	1	77747	18-Sep-91	
UNITED STATES	HALLSERV	3537	075/668141	25-Mar-99	
UNITED STATES	SPECTRASOLV	1	076/358743	15-Jan-02	
UNITED STATES	HALLBRITE SPECTRASOLV	1	076/358742	15-Jan-02	
UNITED STATES	POLYCRYLENE	1	076/491188	19-Feb-03	

Trademark Applications in Preparation

NONE

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Item B. Trademark Licenses

CPH Innovations Corp. has entered into License Rights Agreements, whereby it granted non-exclusive licenses to use certain patents, trademarks and other intellectual property to the following parties:

CPH Services Corp.
CPH Solutions Corp.
CPH Sales Corp.
CPH International Company
CPH Sales Acquisition Company
Ester Solutions Company
Hallcomid Solutions Company
Marine Magnesium & Minerals Company
Memphis Solutions Company
The C. P. Hall Company

CPH Innovations

SCHEDULE II

Item A. Patents

Issued Patents

Country	Inventor	Patent No	Issued	Title
AUSTRALIA	BONDA, C.	726369	26-Apr-01	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, EG PARSOL 178
UNITED STATES	BONDA, C.	5783173	21-Jul-98	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, EG PARSOL 178
UNITED STATES	BONDA ET AL.	6355261	12-Mar-02	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
UNITED STATES	BONDA, C.	6210658	03-Apr-01	STABLE SUNSCREEN COMPOSITION CONTAININGA BARIUM COMPOUND, E.G. BARIUM SULFATE,A D
UNITED STATES	BONDA, C.	6537529	25-Mar-03	SUNSCREEN COMPOSITIONS AND METHODS AND AND MATERIALS FOR PRODUCING THE SAME
UNITED STATES	BONDA, C.	6485713	26-Nov-02	SUNSCREEN COMPOSITIONS AND METHODS AND MATERIALS FOR PRODUCING THE SAME
UNITED STATES	BONDA, C.	5788954	04-Aug-98	HYDRATING SKIN CARE AND SUNSCREEN COMPOSITION CONTAINING DIBENZOYLMETHANEDER
AUSTRALIA	BONDA, C.	743954	23-May-02	SKIN CARE AND SENSSCREEN COMPOSITION CONTAINING DIBENZOLMENTHANE DERIVATIVE,E,G
UNITED STATES	BONDA, C.	5849273	15-Dec-98	SKIN CARE AND SENSSCREEN COMPOSITION CONTAINING DIBENZOLMENTHANE DERIVATIVE,E,G
UNITED STATES	BONDA ET AL.	6350894	26-Feb-02	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, E.G., PAR

Pending Patent Applications

Country	Inventor	Serial No	Filed	Title
EUROPEAN PATENT OFFICE	BONDA, C.	97309289.3	19-Nov-97	STABLE SUNSCREEN COMPOSITION CONTAININGDIBENZOYLMETHANE DERIVATIVE, EG PARSOL 178
AUSTRALIA	BONDA ET AL.	0045118/01	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
EUROPEAN PATENT OFFICE	BONDA ET AL.	992674.4	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
JAPAN	BONDA ET AL.	2001542684	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
PATENT COOPERATION TREATY	BONDA ET AL.	US00/42463	30-Nov-00	ULTRAVIOLET RADIATION ABSORBING WAXES USEFUL IN COSMETIC COMPOSITIONS
CANADA	YOKOYAMA ET AL.	2399582	07-Feb-01	LOW VOC, NONLINEAR POLYESTER POLYOL RESIN-BASED COMPOSITIONS
EUROPEAN PATENT OFFICE	YOKOYAMA ET AL.	1905465.9	07-Feb-01	LOW VOC, NONLINEAR POLYESTER POLYOL RESIN-BASED COMPOSITIONS

CPH Innovations

Country	Inventor	Serial No	Filed	Title
PATENT COOPERATION TREATY	YOKOYAMA ET AL.	US01/03928	07-Feb-01	LOW VOC, NONLINEAR POLYESTER POLYOL RESIN-BASED COMPOSITIONS
UNITED STATES	YOKOYAMA ET AL.	009/778685	07-Feb-01	LOW VOC, COATING COMPOSITIONS HAVING IMPROVED FLEXIBILITY IMPACT RESISTANCE BAS
UNITED STATES	YOKOYAMA ET AL.	010/375522	27-Feb-03	LOW VOC, COATING COMPOSITIONS HAVING IMPROVED FLEXIBILITY AND IMPACT RES
PATENT COOPERATION TREATY	BONDA, C.	US03/04152	11-Feb-03	SUNSCREEN COMPOSITIONS AND METHODS AND AND MATERIALS FOR PRODUCING THE SAME
PATENT COOPERATION TREATY	BONDA, C.	US03/06408	04-Mar-03	METHODS OF MAKING AND SELLING A SUNSCREEN COMPOSITION
UNITED STATES	BONDA, C.	010/105990	25-Mar-02	METHODS OF MAKING AND SELLING A SUNSCREEN COMPOSITION
PATENT COOPERATION TREATY	O'ROURKE ET AL.	US03/21866	10-Jul-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR ELASTOMERS
UNITED STATES	O'ROURKE ET AL.	010/616658	10-Jul-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR ELASTOMERS
UNITED STATES	WENTWORTH ET AL.	010/144229	10-May-02	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSTRATE/ RUB
UNITED STATES	WENTWORTH ET AL.	010/301770	21-Nov-02	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSTRATE/ RUB
PATENT COOPERATION TREATY	WENTWORTH ET AL.	US03/14411	09-May-03	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSTRATE/ RUB
UNITED STATES	WENTWORTH ET AL.	010/435212	09-May-03	ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUBSTRATE/ RUB
PATENT COOPERATION TREATY	WENTWORTH ET AL.	US03/14717	09-May-03	LIQUID ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUB
UNITED STATES	WENTWORTH ET AL.	010/434616	09-May-03	LIQUID ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUB
PATENT COOPERATION TREATY	WENTWORTH ET AL.	US03/35853	12-Nov-03	LIQUID ADHESION PROMOTER FOR CORD-REINFORCED RUBBER AND METAL OR POLYMER SUB
UNITED STATES	WENTWORTH ET AL.	010/706386	12-Nov-03	LIQUID FORM ESTER/RESIN ADHESION PROMOTER
UNITED STATES	BONDA ET AL.	1827949	31-Dec-02	METHODS AND COMPOSITIONS EMPLOYING A DIALKYL AMIDE
UNITED STATES	O'ROURKE ET AL.	060/458648	28-Mar-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
UNITED STATES	O'ROURKE ET AL.	060/460903	07-Apr-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
PATENT COOPERATION TREATY	O'ROURKE ET AL.	US03/21462	10-Jul-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
UNITED STATES	O'ROURKE ET AL.	010/360294	07-Feb-03	LOW POLARITY DIMERATE AND TRIMERATE ESTERS AS PLASTICIZERS FOR THE
UNITED STATES	BONDA, C.	010/241388	06-Sep-02	PHOTOSTABILIZATION OF A SUNSCREEN COMPOSITION WITH LOW LEVELS OF AN ALP
PATENT COOPERATION TREATY	BONDA, C.	US03/15841	20-May-03	PHOTOSTABILIZATION OF A SUNSCREEN COMPOSITION WITH LOW LEVELS OF AN ALP

CPH Innovations

Country	Inventor	Serial No	Filed	Title
UNITED STATES	BONDA, C	010/361223	10-Feb-03	PHOTOSTABILIZATION OF A SUNSCREEN COMPOSITION WITH LOW LEVELS OF AN ALP
UNITED STATES	BONDA ET AL.	010/246434	17-Sep-02	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A SUN
UNITED STATES	BONDA ET AL.	-133404	10-Jun-03	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A SUN
UNITED STATES	BONDA, C.	010/302423	22-Nov-02	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A SUB
PATENT COOPERATION TREATY	BONDA ET AL.	US03/30013	17-Sep-03	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A S
UNITED STATES	BONDA ET AL.	010/385833	11-Mar-03	NOVEL PHOTOSTABILIZERS, UV ABSORBERS, AND METHODS OF PHOTOSTABILIZING A S
EUROPEAN PATENT OFFICE	BONDA, C.	98309947.4	04-Dec-98	SKIN CARE AND SUNSCREEN COMPOSITION CONTAINING DIBENZOLMENTHANE DERIVATIVE,E.G
PATENT COOPERATION TREATY	WENTWORTH, G.	US03/35856	12-Nov-03	ADHESION PROMOTERS FOR CORD-REINFORCED THERMOPLASTIC POLYMETRIC MATERIALS AND SUB
UNITED STATES	WENTWORTH, G.	010/706196	12-Nov-03	ADHESION PROMOTERS FOR CORD-REINFORCED THERMOPLASTIC POLYMETRIC MATERIALS AND SUB
UNITED STATES	KLOSOWSKI ET AL.	010/718233	19-Nov-03	ADHESION PROMOTER FOR SEALANTS
UNITED STATES	NOVAK ET AL.	010/607701	27-Jun-03	THIN FILM EXPOXIDATION OF AN UNSATURATED OIL OR ALKYL FATTY ACID EST
UNITED STATES	NOVAK ET AL.	010/607616	27-Jun-03	THIN-FILM EXPOXIDATION OF AN UNSATURATED OIL OR ALKYL FATTY ASID EST

Patent Applications in Preparation

NONE

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 CPH Sales Acquisition Company
 Ester Solutions Company
 Hallcomid Solutions Company
 Marine Magnesium & Minerals Company
 Memphis Solutions Company
 The C. P. Hall Company