

10-08-2004



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

10-7-04

1. Name of conveying party(ies):

BORDEN CHEMICAL, INC.

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

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: One South Wacker Drive

Suite 3400

City: Chicago State: IL Zip: 60606

Execution Date: August 12, 2004

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) See Attached

B. Patent No.(s) See Attached

Additional numbers attached?  Yes  No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 43

7. Total fee (37 CFR 3.41).....\$ 1720<sup>00</sup>

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Andrew Wilson

Name of Person Signing

Signature

September 29, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 12

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

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PATENT  
REEL: 015851 FRAME: 0676

PATENTS

Client Ref.	Case No.	SubCas	Countr	Status	Case Type	Appln.	Filing	Patent	Issue Date
Proppants with Fiber Reinforced Resin Coatings									
RIC-2365	B12-2365	2	US	Granted	PRI	08/641827	02-May-1996	6528157 B1	04-Mar-2003
Composite Proppant, Composite Filtration Media, And Methods For Making And Using Same									
RIC-2429A	B12-2429	P	US	Granted	CIP	09/450588	30-Nov-1999	6632527 B1	14-Oct-2003
Low Density Composite Proppant, Filtration Media, Gravel Packing Media, And Sports Field Media, And Methods For Making And Using Same									
RIC-2429B	B12-2429	P2	US	Granted	CIP	09/774881	01-Feb-2001	6582819 B2	24-Jun-2003
Stable Bisphenolic Compositions									
RIC-2449	B14-2449	2	US	Granted	PCT	10/070623	04-Mar-2002	6716729 B2	06-Apr-2004
High Nitrogen Containing Triazine/Phenol/Aldehyde Condensates									
RIC-2506	B14-2506		US	Granted	PRI	09/940961	28-Aug-2001	6605354	12-Aug-2003
High Surface Area Magnesia Curing Agent									
RIC-2514A	B14-2514	2	US	Granted	ORD	10/342799	15-Jan-2003	6710101 B2	23-Mar-2004
High Carbon Yield Phenolic Resole									
RIC-2508	B15-2508		US	Granted	PRI	10/023780	14-Dec-2001	6620901 B2	16-Sep-2003

Low Emission Formaldehyde Resin and Binder for Mineral Fiber Insulation									
RICC-2443	B16-2443	US	Granted	PCT	10/018707	17-Dec-2001	6646094 B1	11-Nov-2003	
Peelable Bonded Ribbon Matrix Material; Optical Fiber Bonded Ribbon Arrays Containing Same; And/Process For Preparing Said Optical Fiber Bonded Ribbon									
RICO-2369A	B18-2369	2	US	Granted	DIY	09/260568	02-Mar-1999	6455607 B1	24-Sep-2002
Coated Optical Disks									
RICO-2401	B18-2401	2	US	Granted	PCT	09/242553	18-Feb-1999	6582884 B1	24-Jun-2003
Optical Fiber Ribbons Containing Radiation Cured Encapsulated Materials									
RICO-2455	B18-2455	2	US	Granted	PCT	09/701609	27-Mar-2000	6628866 B1	30-Sep-2003
Heat Strippable Optical Fiber Ribbons									
RICO-2456	B18-2456	2	US	Granted	PCT	09/807155	17-Aug-2001	6501890 B1	31-Dec-2002
Optical Fiber Ribbon with Pigmented Matrix Material and Processes for Making Same									
RICO-2457	B18-2457	2	US	Granted	ORD	10/115076	04-Apr-2002	6498883 B1	24-Dec-2002
Composition and Method for Curing Resorcinol or Plenol-Resorcinol Resin with Low-Fuming CatalystSystem									
RIC-2366	B20-2366	2	US	Granted	PCT	09/068510	11-Aug-1998	6541576 B1	01-Apr-2003
Mixed PMDI/Solid Novolac Resin Binders for the Production of Wood Composite Products									
RICB-2445	B21-2445	D	US	Granted	DIY	09/794976	27-Feb-2001	6641762	04-Nov-2003
Mixed PMDI/Resole Resin Binders for the Production of Wood Composite Products									
RICB-2446A	B21-2446	D	US	Granted	DIY	09/773796	01-Feb-2001	6641761	04-Nov-2003

Hybrid Phenol-Formaldehyde and Polymeric Isocyanate Based Adhesive and Methods of Synthesis and Use  
RICB-2477 B21-2477 US Granted PRI 09/661458 13-Sep-2000 6478998 B1 12-Nov-2002

Method and Apparatus for Making Building Panels Having Low Edge Thickness Swelling  
RIC-2486 B21-2486 3 US Granted ORD 09/963711 27-Sep-2001 6572804 B2 03-Jun-2003

Spray-Dried Phenol Formaldehyde Resins  
RIC-2516 B21-2516 US Granted PRI 10/099410 15-Mar-2002 6608162 B1 19-Aug-2003

Colorless Phenol-Formaldehyde Resins that Cure Colorless  
RIC-2519 B21-2519 US Granted PRI 10/365873 13-Feb-2003 6699958 B1 02-Mar-2004

Water-Resistant Gypsum Formulations  
BC2507 B22-2507 2 US Granted ORD 09/993196 16-Nov-2001 6585820 B2 01-Jul-2003

Water-Resistant Gypsum Formulations  
BC2507DIV B22-2507 D US Granted DIV 10/357720 04-Feb-2003 6663707 B2 16-Dec-2003

# Patent Applications

Client Ref.	Case No.	SubCas	Countr	Status	Case Type	Appln.	Filing	Patent	Issue Date
Particulate Material Having Multiple Curable Coatings and Methods for Making and Using Same									
RIC-2513B	B12-2513	3	US	Published	ORD	10/445899	28-May-2003		
Particulate Material Containing Thermoplastic Elastomer and Methods for Making and Using Same									
RIC-2527	B12-2527	2	US	Pending	ORD	10/825087	15-Apr-2004		
High Nitrogen Containing Triazine/Phenol/Aldehyde Condensates									
RIC-2506A	B14-2506	D	US	Pending	DIV	10/444887	23-May-2003		
Fire and Smoke Resistant Panels and Laminates for Vehicles and Method of Manufacture									
RIC-2511	B14-2511	2	US	Pending	ORD	10/880746	29-Jun-2004		
High Surface Area Magnesia Curing Agent									
RIC-2514A	B14-2514	2	US	Granted	ORD	10/342799	15-Jan-2003	6710101 B2	23-Mar-2004
N-Substituted Arylamino-Phenol-Formaldehyde Condensates									
	B14-2515	D	US	Pending	DIV	10/869271	16-Jun-2004		
Time Release Curing System									
RIC-2533	B15-2533		US	Pending	PCT	10/875877	24-Jun-2004		

Optical Fiber Ribbons Containing Radiation Cured Encapsulated Materials

RICO-2455 B18-2455 D US Published DIV 10/607514 26-Jun-2003

Optical Fiber Assembly Using Reactive Moiety Di-1-Terminated Diphenylmethane Polyol Oligmer and Methods for Making and Using Same  
B18-2459 C US Pending CON 10/816796 02-Apr-2004

Methods for Making and Using Point-Lump Free Compositions and Products Coated with Point-Lump Free Compositions  
RICO-2504 B18-2504 2 US Published ORD 10/420910 23-Apr-2003

Radiation Curable Optical Glass Fiber Coating Compositions, Coated Optical Glass Fibers, And Optical Glass Fiber Assemblies  
RICO-2537 B18-2537 US Pending PRO 60/519929 13-Nov-2003

High Print Speed UV Inkjet Inks  
B18-2557 US Pending PRO 60/588921 16-Jul-2004

Novel Tunable Hybrid Adhesive System for Wood Bonding Applications  
RIC-2525 B20-2525 US Pending PRI 10/391163 18-Mar-2003

Hybrid Phenol-Formaldehyde and Polymeric Isocyanate Based Adhesive and Methods of Synthesis and Use  
RICB-2477 B21-2477 D US Published DIV 10/290469 08-Nov-2002

Method and Apparatus for Making Building Panels Having Low Edge Thickness Swelling  
RIC-2486 B21-2486 P US Published CIP 10/259697 30-Sep-2002

Colorless Phenol-Formaldehyde Resins that Cure Colorless

RIC-2519      B21-2519      US      Granted      PRI      10/365873      13-Feb-2003      6699958 B1      02-Mar-2004

Water-Resistant Additives for Gypsum Wood Fiber Products

RIC-2528B      B22-0009      US      Pending      PRO      60/454131      12-Mar-2003

Water-Resistant Gypsum Formulations

BC2507DIV      B22-2507      D      US      Granted      DIV      10/357720      04-Feb-2003      6663707 B2      16-Dec-2003

Wax/Water-Resistant Additives for Gypsum Wood Fiber Products

RIC-2523      B22-2523      US      Pending      PRO      60/435329      20-Dec-2002

Additives for Water-Resistant Gypsum Products

RIC-2528A      B22-2528      US      Pending      PRO      60/454168      12-Mar-2003

Composition and Method for Preserving Wood, Gypsum, and Wood Gypsum Wood Fiber Products

RIC-2539      B22-2539      US      Pending      PRO      60/516937      03-Nov-2003

Urea-Based Resins

RIC-2550      B24-2550      US      Pending      PRO      30-Jul-2004

PATENT SECURITY AGREEMENT (this "*Agreement*") dated as of August 12, 2004, among BORDEN CHEMICAL, INC., a New Jersey corporation (the "*U.S. Borrower*") and FLEET CAPITAL CORPORATION ("*Fleet*") as U.S. collateral agent (in such capacity, "*U.S. Collateral Agent*").

### PRELIMINARY STATEMENT

Reference is made to the Amended and Restated Loan and Security Agreement dated as of August 12, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among U.S. Borrower, Canadian Borrower, U.K. Borrowers, the lenders from time to time party thereto ("*Lenders*"), Credit Suisse First Boston, as agent (in such capacity, the "*Agent*") for the Lenders and the other Agents party thereto. U.S. Collateral Agent and Lenders have agreed to make the Loans to the Borrowers and Issuing Bank has agreed to incur LC Obligations on behalf of Borrowers as provided in the Credit Agreement. Pursuant to the Credit Agreement, U.S. Borrower is required to execute and deliver to U.S. Collateral Agent, for the ratable benefit of Secured Parties, this Agreement.

Accordingly, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, U.S. Borrower hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. Additionally, the following terms have the following respective meanings:

"*Patent License*" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"*Patents*" shall mean all of the following in which any Person now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including 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 or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. U.S. Borrower hereby grants to U.S. Collateral Agent, for the ratable benefit of Secured Parties, a continuing security interest in all of the U.S. Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Patent Collateral*"):



(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the U.S. Borrower against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

**SECTION 3. SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to U.S. Collateral Agent, for the ratable benefit of Secured Parties, pursuant to the Credit Agreement. U.S. Borrower hereby acknowledges and affirms that the rights and remedies of U.S. Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the U.S. Borrower has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORDEN CHEMICAL, INC.,

by *Ellen German Berndt*

Name: *Ellen German Berndt*

Title: **Secretary**

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION, as  
U.S. Collateral Agent,

by

\_\_\_\_\_  
Name:

Title:

IN WITNESS WHEREOF, the U.S. Borrower has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORDEN CHEMICAL, INC.,

by

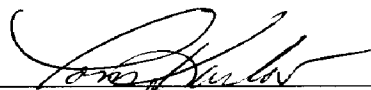
\_\_\_\_\_  
Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

FLEET CAPITAL CORPORATION, as  
U.S. Collateral Agent,

by



\_\_\_\_\_  
Name: *Thomas F. Kadow*

Title: *S.V.P.*

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS**

See Attached