PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
JPMORGAN CHASE BANK SEOUL BRANCH	03/26/2007

RECEIVING PARTY DATA

Name:	COLUMBIAN CHEMICALS COMPANY
Street Address:	1800 WEST OAK COMMONS COURT
City:	MARIETTA
State/Country:	GEORGIA
Postal Code:	30062-2253

PROPERTY NUMBERS Total: 38

Property Type	Number
Application Number:	10229933
Application Number:	10341075
Application Number:	10445273
Application Number:	10267960
Application Number:	10449520
Application Number:	10445074
Application Number:	10666048
Application Number:	10786690
Application Number:	10647048
Application Number:	10628842
Application Number:	10719923
Application Number:	10786651
Application Number:	10786652
Application Number:	10845368
Application Number:	10916268

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Application Number:	10928302
Application Number:	10937043
Application Number:	11093858
Patent Number:	4859387
Patent Number:	5069882
Patent Number:	4927607
Patent Number:	5009854
Patent Number:	5168012
Patent Number:	5256388
Patent Number:	5375730
Patent Number:	5538261
Patent Number:	5494955
Patent Number:	5708055
Patent Number:	6120594
Patent Number:	6189768
Patent Number:	6471933
Patent Number:	6533859
Patent Number:	6608132
Patent Number:	6831194
Patent Number:	6958308
Patent Number:	7167240
Patent Number:	7175930
Patent Number:	7195834

CORRESPONDENCE DATA

Fax Number: (212)878-8375

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128788232

Email: eric.lerner@cliffordchance.com

Correspondent Name: Eric Lerner

Address Line 1: 31 West 52nd Street

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	80-20708171
NAME OF SUBMITTER:	Eric Lerner

Total Attachments: 15

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AMENDMENT NO. 1

AMENDMENT NO. 1, dated as of March 26, 2007 (this "Amendment"), among COLUMBIAN CHEMICALS ACQUISITION LLC, a Delaware limited liability company ("Holdco"), COLUMBIAN CHEMICALS COMPANY, a Delaware corporation (as successor by merger to Columbian Chemicals Merger Sub, Inc., "CCC"; and each of Holdco and CCC, a "Borrower", and, collectively, the "Borrowers"), each other Obligor party hereto, the Lenders party hereto, HSBC BANK, USA, NATIONAL ASSOCIATION, as administrative agent for and on behalf of the Lender Parties (in such capacity, the "Agent"), and HSBC BANK, USA, NATIONAL ASSOCIATION, upon the effectiveness of this Amendment, as security agent for and on behalf of the Secured Parties (in such capacity, the "Security Agent"), amending the Credit Agreement referred to below.

WHEREAS, the Borrowers, the other Obligors party thereto, the lenders party thereto (the "Lenders"), the Agent, JPMorgan Chase Bank, N.A., originally as security agent, and the various other financial institutions party thereto in the capacities specified therein have entered into a Credit Agreement dated as of March 16, 2006 (as amended, modified, restated and otherwise supplemented from time to time, the "Credit Agreement");

WHEREAS, the Borrowers have requested that the Lenders and the Transaction Agents amend the Credit Agreement as provided herein; and

WHEREAS, the Lenders and the Transaction Agents are willing to agree to amend the Credit Agreement as requested, but subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the respective meanings given to them in the Credit Agreement.

2. Amendments to Credit Agreement. The Credit Agreement is hereby amended and restated in the form set forth on Exhibit A hereto.

3. Resignation and Replacement of Security Agent. Pursuant to Section 9.6(a) of the Credit Agreement, JPMorgan Chase Bank, N.A. hereby notifies the Lenders, the LC Issuing Bank and the Borrowers that upon the effectiveness of this Amendment it will resign its role as Security Agent. The parties to this Amendment hereby appoint HSBC Bank, USA, National Association, as successor Security Agent, and HSBC Bank, USA, National Association, by its execution hereof hereby accepts such appointment.

4. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when:

(a) the Agent shall have received counterparts of (i) this Amendment executed by the Borrowers, each other Obligor, requisite Lenders and the Transaction Agents, (ii) the Fee Letter referred to in clause (c) of the definition of such term set forth in Section 1.1 of the Credit Agreement executed by each party thereto and (iii) any document that may be required to comply with the following paragraph (b);

(b) the Agent shall have received evidence that the successor Security Agent appointed pursuant to Section 3 of this Amendment, after giving effect to the provisions of this

Amendment, shall have valid and perfected first priority security interests in all of the collateral as set forth in the Security Documents (subject to the provisions thereof), including but not limited to: (i) evidence of the filing of amendments to any applicable UCC financing statements (or similar instruments in any other jurisdiction) indicating the successor Security Agent as the new secured party, (ii) delivery of share certificates representing all of the pledged equity of each Subsidiary whose Equity Interests are pledged under a Share Pledge Agreement and which Equity Interests are certificated, provided that at all times the successor Security Agent will hold all such share certificates in accordance with the terms of each respective Share Pledge Agreement; (iii) delivery of promissory notes representing all of the Acquisition Shareholder Loans, provided that at all times the successor Security Agent will hold all such promissory notes in accordance with, and subject to the terms of, each respective Inter-Company Loan Assignment Agreement; (iv) receipt of endorsements naming the successor Security Agent (for and on behalf of the Secured Parties) as loss payee in relation to all property insurance and additional insured in relation to all liability insurance, in each case, maintained by each Borrower and each Subsidiary of Holdco organized and operating in the United States that is party to the Security Agreement and which is set out in Part A of Schedule III to the Credit Agreement; (v) assignments of and modifications to any Security Document that may be necessary or, in the reasonable judgment of the Security Agent, advisable as a consequence of the provisions of this Amendment; (vi) if the Security Agent, in its reasonable judgment, deems any such opinion advisable, opinions of counsel (in addition to the opinion specified in paragraph (d) below) in any applicable jurisdiction as to the continued validity and perfection, following the effectiveness of this Amendment, of the first priority security interests in any applicable collateral under the laws of such jurisdiction; and (vii) any other evidence that may be required or, in the reasonable judgment of the Security Agent, advisable pursuant to the laws, regulations or customary practice in any applicable jurisdiction; <u>provided</u>, <u>however</u>, if the Agent shall have determined, in its sole judgment, that the Obligors have used their best efforts to comply with the provisions of this paragraph (b) but have not been able to do so on or before the Amendment No. 1 Effective Date, the Agent may permit the Obligors a grace period of no longer than 30 days after the Amendment No. 1 Effective Date to complete any such remaining item and the failure to complete any such remaining item within such grace period shall constitute an immediate Event of Default;

(c) the Agent shall have received a certificate of each Obligor party hereto dated as of the date hereof signed by a responsible officer of such Obligor (i) certifying as being true and correct the names of the persons authorized to execute and deliver on behalf of such Obligor this Amendment and any other document or instrument to be delivered in connection herewith, together with a sample of the true and correct signature of each such person, (ii) certifying and attaching the resolutions adopted by such Obligor approving or consenting to this Amendment and (iii) certifying that, before and after giving effect to this Amendment, (A) the representations and warranties made by such Obligor contained in the Credit Agreement and the other Finance Documents are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case they were true and correct as of such earlier date, and (B) no Default has occurred and is continuing;

(d) the Agent shall have received a favorable written opinion (addressed to the Lender Parties and dated the date hereof) of Dechert LLP, special counsel for the Credit Parties, as to the enforceability of this Amendment and of the Credit Agreement as amended hereby (and the Obligors hereby request such counsel to deliver such opinion);

(e) the Borrowers shall have paid to the Agent for the account of the Lenders that shall have executed this Amendment on or before the Amendment No. 1 Effective Date an amendment fee equal to 0.20% of the sum of (i) the aggregate amount of the Term Loans outstanding on the date hereof and (ii) the aggregate amount of the Revolving Commitments on the date hereof, which fee shall be allocated among such Lenders ratably in accordance with the outstanding principal amount of their respective Loans and/or the amount of their respective Revolving Commitments; and

(f) the Borrowers shall have paid all fees and expenses owing to the Transaction Agents and the Arranger in connection with the Finance Documents (including but not limited to (i) fees owing under any separate letter agreement (including any Fee Letter) and (ii) all fees and expenses incurred in connection with the preparation, execution and delivery of this Amendment).

5. Representation of Obligors. Each Obligor represents and warrants to each Lender Party that, except as otherwise described on Schedule 5 hereto, before and after giving effect to this Amendment, (a) the representations and warranties of such Obligor contained in the Credit Agreement and the other Finance Documents are true and correct on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case they were true and correct as of such earlier date, and (b) no Default has occurred and is continuing.

6. Reaffirmation. Each Obligor hereby ratifies and reaffirms as of the date hereof each and every security interest, lien and guarantee granted by it in favor of the Secured Parties under the Finance Documents and agrees and acknowledges that such security interests, liens and guarantees shall continue and shall remain in full force and effect from and after the date hereof, in each case after giving effect to the Credit Agreement as amended by this Amendment, and the obligations secured by and under the Security Documents and guaranteed by and under the Guaranties shall include the Obligors' obligations under the Credit Agreement as amended by this Amendment. Neither this Amendment nor any other agreement or matter relating hereto shall release, reduce or diminish any Obligor's obligations to the Secured Parties under the Security Documents, the Guaranties or any other Finance Document, or prejudice, alter or in any regard adversely affect the rights and remedies of any Secured Party in respect thereof.

7. Counterparts. This Amendment may be executed in several counterparts and by the different parties hereto on separate counterparts, all of which taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of a signature page of this Amendment by electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

8. **Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

9. Credit Agreement Remains in Effect.

(a) Except as expressly provided herein, all provisions, terms and conditions of the Credit Agreement shall remain in full force and effect.

(b) As amended hereby, the Credit Agreement is ratified and confirmed in all respects. Whenever the "Credit Agreement" is referred to in the Credit Agreement, any other Finance Document or any of the exhibits, schedules or annexes thereto or any other instrument or document executed in connection therewith, it shall be deemed to mean the Credit Agreement as amended hereby.

10. No Other Agreements. This Amendment sets forth the entire agreement among the parties with respect to the subject matter hereof, and supercedes any prior agreements, written or oral, relating thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

COLUMBIAN CHEMICALS ACQUISITION LLC,
as Borrower

By: ______________________
Name: JAE SUPLEE
Title: DIRECTOR

COLUMBIAN CHEMICALS COMPANY,
as Borrower

By: ______________________
Name: MARK D. BREEN
Title: SENIOR VP FINANCE

COLUMBIAN INTERNATIONAL CHEMICALS CORPORATION,
as Obligor

By: ______________________
Name: MARK D. BREEN
Title: SENIOR VP FINANCE

COLUMBIAN INTERNATIONAL TRADING COMPANY,
as Guarantor

By: ______________________
Name: MARK D. BREEN
Title: SENIOR VP FINANCE

COLUMBIAN TECHNOLOGY COMPANY,
as Guarantor

By: ______________________
Name: MARK D. BREEN
Title: SENIOR VP FINANCE

[Signatures of additional Obligors continue on following page.]

NORTH BEND COGEN, L.L.C,
as Guarantor

By: Mark Breen
Name: MARK D. BREEN
Title: VP + TREASURER

COLUMBIAN HOLDING COMPANY,
as Guarantor

By: Mark Breen
Name: MARK D. BREEN
Title: SENIOR VP FINANCE

CC HOLDCO (CAYMAN), LTD.,
as Guarantor

By: ______________________
Name:
Title:

CC HOLDCO (LUXEMBOURG) S.ÀR.L.,
as Guarantor

By: ______________________
Name:
Title:

COLUMBIAN TISZAI CARBON, LLC,
as Guarantor

By: ______________________
Name:
Title:

[*Signatures of additional Obligors continue on following page.*]

NORTH BEND COGEN, L.L.C,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN HOLDING COMPANY,
as Guarantor

By: ______________________________
Name:
Title:

CC HOLDCO (CAYMAN), LTD.,
as Guarantor

By: ______________________________
Name: THOMAS J. KICHLER
Title: DIRECTOR

CC HOLDCO (LUXEMBOURG) S.ÀR.L.,
as Guarantor

By: ______________________________
Name: THOMAS J. KICHLER
Title: A MANAGER

FRANK WALENTA
B MANAGER

COLUMBIAN TISZAI CARBON, LLC,
as Guarantor

By: ______________________________
Name:
Title:

[*Signatures of additional Obligors continue on following page.*]

NORTH BEND COGEN, L.L.C,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN HOLDING COMPANY,
as Guarantor

By: ______________________________
Name:
Title:

CC HOLDCO (CAYMAN), LTD.,
as Guarantor

By: ______________________________
Name:
Title:

CC HOLDCO (LUXEMBOURG) S.ÀR.L.,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN TISZAI CARBON, LLC,
as Guarantor

By: László T Dobos
Name: László Dobos
Title: Executive Managing Director

[*Signatures of additional Obligors continue on following page.*]

COLUMBIAN CARBON EUROPA S.R.L.,
as Guarantor

By: Mark Breen
Name: Mark D. Breen
Title: Attorney-in-Fact

COLUMBIAN CARBON JAPAN LIMITED,
as Guarantor

By: ______________________
Name:
Title:

COLUMBIAN CHEMICALS CANADA ULC,
as Guarantor

By: ______________________
Name:
Title:

COLUMBIAN CARBON DEUTSCHLAND GMBH,
as Guarantor

By: ______________________
Name:
Title:

COLUMBIAN CHEMICALS (BRASIL) LTDA.,
as Guarantor

By: Mark Breen
Name: Mark D. Breen
Title: Attorney-in-Fact

[*Signatures of additional Obligors continue on following page.*]

COLUMBIAN CARBON EUROPA S.R.L.,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CARBON JAPAN LIMITED,
as Guarantor

By: ______________________________
Name: Jaswinder S. Sandhu
Title: President and Representative Director

COLUMBIAN CHEMICALS CANADA ULC,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CARBON DEUTSCHLAND GMBH,
as Guarantor

By: ______________________________
Name: Heinz Derber
Title: Managing Director

COLUMBIAN CHEMICALS (BRASIL) LTDA.,
as Guarantor

By: ______________________________
Name:
Title:

[*Signatures of additional Obligors continue on following page.*]

AMENDMENT NO. 1 TO CREDIT AGREEMENT

COLUMBIAN CARBON EUROPA S.R.L.,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CARBON JAPAN LIMITED,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CHEMICALS CANADA ULC,
as Guarantor

By: ______________________________
Name: JAE SUP LEE
Title: PRESIDENT

COLUMBIAN CARBON DEUTSCHLAND GMBH,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CHEMICALS (BRASIL) LTDA.,
as Guarantor

By: ______________________________
Name:
Title:

[*Signatures of additional Obligors continue on following page.*]

COLUMBIAN CARBON EUROPA S.R.L.,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CARBON JAPAN LIMITED,
as Guarantor

By: ______________________________
Name: Jaswinder S. Sandhu
Title: President and Representative Director

COLUMBIAN CHEMICALS CANADA ULC,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CARBON DEUTSCHLAND GMBH,
as Guarantor

By: ______________________________
Name: Heinz Derber
Title: Managing Director

COLUMBIAN CHEMICALS (BRASIL) LTDA.,
as Guarantor

By: ______________________________
Name:
Title:

[*Signatures of additional Obligors continue on following page.*]

COLUMBIAN CHEMICALS EUROPA GMBH,
as Guarantor

By: ______________________________

Name: Heinz Derber
Title: Managing Director

COLUMBIAN CHEMICALS (WEIFANG) HOLDINGS S.ÀR.L.,
as Guarantor

By: ______________________________

Name:
Title:

[*Signatures of Lenders follow.*]

COLUMBIAN CHEMICALS EUROPA GMBH,
as Guarantor

By: ______________________________
Name:
Title:

COLUMBIAN CHEMICALS (WEIFANG) HOLDINGS S.ÀR.L.,
as Guarantor

By: ______________________________
Name: Mark D. Breen
Title: A Manager

[*Signatures of Lenders follow.*]

HSBC BANK, USA, NATIONAL ASSOCIATION,
as a Lender, as Agent and as Security Agent upon the effectiveness of this Amendment

By: ______________________
Name:
Title: **Jose M. Cruz, SVP**

[Signatures of additional Lenders follow.]

The undersigned Lender hereby agrees to all of the terms and provisions of the foregoing Amendment.

JPMORGAN CHASE BANK, N.A.,
as a Lender and as resigning Security Agent

By: ______________________________
Name: Richard Raiford
Title: Managing Director, Regional Credit Executive