

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
The Sun Products Corporation (f/k/a Huish Detergents, Inc.)	09/08/2008
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11780451
Application Number:	11780453
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7976
Email:	ksolomon@stblaw.com
Correspondent Name:	Mindy M. Lok, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/1391
NAME OF SUBMITTER:	Mindy M. Lok

OP \$80.00 11780451

Total Attachments: 5
 source=SunPP1#page1.tif
 source=SunPP1#page2.tif

source=SunPP1#page3.tif
source=SunPP1#page4.tif
source=SunPP1#page5.tif

**FIRST LIEN GRANT OF
SECURITY INTEREST IN PATENT RIGHTS**

This FIRST LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of September 8, 2008, is made by THE SUN PRODUCTS CORPORATION (f/k/a/ Huish Detergents, Inc.) a Delaware corporation located at 15 West South Temple, Suite 1400, Salt Lake City, UT 84101-1535 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of April 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among AcquiCo, Obligor (together with AcquiCo, the "Borrowers"), Holdings, the Lenders, the Administrative Agent, J.P. MORGAN SECURITIES INC. and BANC OF AMERICA SECURITIES LLC, as joint lead arrangers and as joint bookrunners, and Bank of America, N.A., as syndication agent.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the First Lien Credit Agreement, the Borrowers executed and delivered a First Lien Guarantee and Security Agreement, dated as of April 26, 2007, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Security Agreement");

WHEREAS, pursuant to the First Lien Security Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Patent Collateral (defined herein); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the First Lien Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, 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 or provided by reference in the First Lien Credit Agreement and the First Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Patents included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Patent Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment and performance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the First Lien Security Agreement and is expressly subject to the terms and conditions thereof. The First Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the First Lien Credit Agreement and the First Lien 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. In the event of any conflict between the terms of this Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

FIRST LIEN GRANT OF SECURITY INTEREST
IN PATENT RIGHTS

3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers as of the date hereof.

THE SUN PRODUCTS CORPORATION

By: *Douglas Brewster*
Name: **Douglas Brewster**
Title: **Senior Executive Vice President
and Chief Financial Officer**

FIRST LIEN GRANT OF SECURITY INTEREST
IN PATENT RIGHTS

1

Accepted and Agreed to:

JP MORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Neil R. Boyle
Name: Neil R. Boylan
Title: Managing Director

SCHEDULE A

U.S. Patents and Applications

US	Post-added alpha-sulf fatty acid ester compositions and methods of making and using the same	11/780,451	19-Jul-07		
US	Detergent compositions containing alpha-sulf fatty acid esters and methods of making and using the same	11/780,453	19-Jul-07		

509265-1391-11596-London.2122156.2