

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Columbian Chemicals Company	11/17/2010

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd., 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	7459103
Patent Number:	7413683
Patent Number:	7390441
Patent Number:	7241334
Patent Number:	7238741
Patent Number:	7195834
Patent Number:	7175930
Patent Number:	7167240
Patent Number:	6958308
Patent Number:	6831194
Patent Number:	6608132
Patent Number:	6533859
Patent Number:	6189768
Patent Number:	6120594
Patent Number:	5538261

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Patent Number:	5494955
Patent Number:	5375730
Patent Number:	5168012

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	698510/226
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NAME OF SUBMITTER:	John Deming
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Total Attachments: 7
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated November 17, 2010, ("**Agreement**") is by Columbian Chemicals Company, a Delaware corporation (herein referred to as a "**Grantor**"), located at 1800 West Oak Commons Court, Marietta, GA 30062-2253 in favor of UBS AG, Stamford Branch, a Connecticut licensed branch of a Swiss banking corporation, in its capacity as Security Agent (herein referred to as "**Security Agent**"), located at 677 Washington Blvd, 6th Floor, Stamford, CT 06901.

WHEREAS, the Grantor, other grantors party thereto and Security Agent have entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time is herein referred to as the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in all Intellectual Property, including the Patents, now owned or hereafter acquired by Grantor; and

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

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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 Security Agreement.
2. **Grant.** The Grantor hereby confirms and grants to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all Grantor's right, title and interest in all of the following, now owned or hereafter acquired by Grantor: (a) all letters patent of the United States or any other country, all registrations and recording thereof, and all pending applications for letters patent of the United States or any other country, including registrations, recordings and application in the PTO or in any similar office or agency of the United States, any State or Territory thereof, including, but not limited to, those items listed on Schedule 1-A hereto, or any other country, (b) all reissues, continuations, divisions, continuations-in-part, substitutions, renewals or extensions thereof and the inventions disclosed or claimed therein, and (c) any agreement, now or hereafter in effect, granting to Grantor any right to make, have made, use or sell any inventions on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Grantor under any such agreement, and all Proceeds, Supporting Obligations and products of any and all of the foregoing (collectively, the "**Patent Collateral**") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.
3. **Purpose.** This Agreement has been executed and delivered by the Grantor 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 Security Agent, for the ratable benefit of the Secured Parties pursuant to the Security Agreement. The Grantor hereby further acknowledges and affirms that the rights and remedies of Security Agent with respect to the grant of a security interest in the Patent Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Security Agreement (and all rights and

remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Security Agreement and this Agreement, the terms of the Security Agreement shall control.

4. Further Assurances. The Grantor hereby further agrees to execute and deliver to the Security Agent any and all further documents and instruments, and do any and all further acts which the Security Agent (or its agents or designees) reasonably requests in order to record this Agreement and the Security Interest in the Patent Collateral.
5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.
6. Counterparts. This Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which when so executed and delivered shall be an original and all of which, when taken together, shall together constitute a single contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this PATENT SECURITY AGREEMENT to be duly executed as of the date first written above.

Columbian Chemicals Company ("Grantor")

By: Mark D. Breen

Name: Mark D. Breen

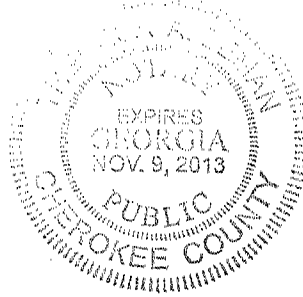
Title: Sr. Vice President – Finance, CFO

STATE OF GEORGIA)

) ss.:

COUNTY OF COBB)

On this 16th day of November, 2010, before me personally appeared Mark D. Breen, to me known, who, being by me duly sworn, did depose and say that he is the Sr. Vice President – Finance, CFO of the Grantor; and that he signed his name thereto in his capacity as an authorized representative of said entity pursuant to such authority.

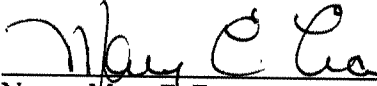



Theresa A. Zeman

Theresa A. Zeman
Notary Public, Cherokee County, Georgia,
acting in Cobb County, Georgia
My Commission Expires: November 9, 2013

Agreed and Acknowledged:

UBS AG, Stamford Branch ("Security Agent")

By: 
Name: Mary E. Evans
Title: Associate Director

By: 
Name: Irja R. Otsa
Title: Associate Director

Schedule 1-A

Patents

Owner/Registrant	Title	Serial No. or Patent No.
Columbian Chemicals Company	Conducting polymer-grafted carbon material for fuel cell applications	7,459,103
Columbian Chemicals Company	Sulfonated conducting polymer-grafted carbon material for fuel cell applications	7,413,683
Columbian Chemicals Company	Sulfonated conducting polymer-grafted carbon material for fuel cell applications	7,390,441
Columbian Chemicals Company	Sulfonated carbonaceous materials	7,241,334
Columbian Chemicals Company	Carbonaceous material with broad aggregate size distribution and improved dispersibility	7,238,741
Columbian Chemicals Company	Metallized conducting polymer-grafted carbon material and method for making	7,195,834
Columbian Chemicals Company	Conducting polymer-grafted carbon material for fuel cell applications	7,175,930
Columbian Chemicals Company	Carbon black sampling for particle surface area measurement using laser-induced incandescence and reactor process control based thereon	7,167,240
Columbian Chemicals Company	Deposition of dispersed metal particles onto substrates using supercritical fluids	6,958,308
Columbian Chemicals Company	Surface modification of carbonaceous materials by introduction of gamma keto carboxyl containing functional groups	6,831,194
Columbian Chemicals Company	Carbon black with abrasion and hysteresis advantages comparable to N121 and tear properties comparable to N115	6,608,132
Columbian Chemicals Company	Surface treated carbon black having improved dispersability in rubber and compositions of rubber therefrom having improved processability, rheological and dynamic mechanical properties	6,533,859
Columbian Chemicals Company	Process and apparatus for pressing an external sleeve onto a tube for enhancing weld design	6,189,768
Columbian Chemicals Company	Hydrogen peroxide oxidation of carbon black	6,120,594

Columbian Chemicals Company	Mechanical heat-exchange tube sealing system	5,538,261
Columbian Chemicals Company	Use of silane coupling agent with carbon black to enhance the balance of reinforcement properties of rubber compounds	5,494,955
Columbian Chemicals Company	Unloading valve for hopper car	5,375,730
Columbian Chemicals Company	Carbon black beads with latex additive	5,168,012

SCHEDULE 1-A

RECORDED: 11/22/2010

PATENT
REEL: 025412 FRAME: 0112