

02-06-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

102358684

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

1. Name of conveying party(ies): Rimrock Corporation

1.30.03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal

Address:

Street Address: 450 West 33rd Street

City: NY State: NY Zip: 10001

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 28, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,380,124

833,146

Additional number(s) attached Yes No

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

Name: Sue Kim

Internal Address: Goodwin Procter

Street Address: 599 Lexington Avenue

City: NY State: NY Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

06-0923

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sue Kim

Name of Person Signing

[Signature]

Signature

01/20/03

Date

Total number of pages including cover sheet, attachments, and document: 14

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

02/06/2003 6TON11 00000031 060923 1380124

01 FC:8521 40.00 CH

02 FC:8522 25.00 CH

TRADEMARK REEL: 002665 FRAME: 0816

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as from time to time amended, supplemented or modified, this "Agreement") is dated as of January 28, 2003 by and between RIMROCK CORPORATION, an Ohio corporation (the "Grantor"), and JPMORGAN CHASE BANK, as collateral agent (together with its successors and assigns, the "Collateral Agent") for the ratable benefit of the Secured Creditors (as hereinafter defined).

RECITALS:

A. Pursuant to the Securities Purchase Agreement (as hereinafter defined) the Secured Creditors (as hereinafter defined) have agreed to make certain loans to the Grantor;

B. As a condition to entering into the Securities Purchase Agreement, the Secured Creditors have required that the Grantor grant to the Collateral Agent (as hereinafter defined), for the ratable benefit of the Secured Creditors, a security interest in the Collateral (as hereinafter defined) on the terms and conditions set forth below;

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

1. DEFINITIONS AND EFFECT.

1.1 General Terms. The following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Agreement" has the meaning ascribed to it in the Preamble.

"Collateral" has the meaning ascribed to it in Section 2.

"Collateral Agent" has the meaning ascribed to it in the Preamble.

"Event of Default" means any "Event of Default" under, and as defined in, the Securities Purchase Agreement.

"Grantor" has the meaning ascribed to it in the Preamble.

"Holdings" means Rimrock Holdings Corporation, a Delaware corporation.

"Intercreditor Agreement" means that certain Intercreditor Agreement dated as of the date hereof by and between the Rimrock Investors, L.L.C., Albion Alliance Mezzanine Fund, L.P., Albion Alliance Mezzanine Fund II, L.P., Dresdner Bank AG, New York and Grand Cayman Branches, as agent for the Senior Banks, and the other parties named therein, as the same may be amended, restated or otherwise modified from time to time.

“Licenses” has the meaning ascribed to it in Section 2.

“Related Documents” means, collectively, all documents and things in the Grantor’s possession related to the production and sale by the Grantor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Grantor in connection with the Trademarks or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Secured Creditors” means, collectively, the holders of Secured Obligations from time to time.

“Secured Obligations” means the Tranche A Liquidity Notes and all Noteholder Obligations related thereto.

“Securities Purchase Agreement” means that certain Securities Purchase Agreement dated as of the date hereof, among the Grantor, Holdings and the Secured Creditors, as the same may be restated, amended, modified or supplemented from time to time.

“Securities Purchase Documents” means the “Securities Purchase Documents” as defined in the Securities Purchase Agreement.

“Security Agreement” means the Security Agreement, dated as of the date hereof, between the Grantor and the Collateral Agent, as the same may be restated, amended, modified or supplemented from time to time.

“Trademarks” has the meaning ascribed to it in Section 2.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Securities Purchase Agreement.

2. GRANT OF SECURITY INTEREST.

The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in all of the Grantor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”) to secure the complete and timely payment, performance and satisfaction of the Secured Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit A hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with

respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements and dilutions thereof against third parties (all of the foregoing are hereinafter individually and/or collectively referred to as, the "Trademarks");

(b) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Exhibit B hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter individually and/or collectively referred to as, the "Licenses");

(c) the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

(d) the Related Documents; and

(e) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

The Grantor represents and warrants to the Collateral Agent and the Secured Creditors that:

3.1 Registrations. The Grantor has duly and properly applied for registration of the Trademarks listed in Exhibit A hereto as indicated thereon in the United States Patent and Trademark Office.

3.2 Complete Listing. The Trademarks and Licenses set forth on the exhibits hereto constitute, as of the date hereof, all Trademarks and Licenses of the Grantor.

4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1 Preservation of Value. The Grantor agrees to protect and preserve the value and integrity of all material Trademarks and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement, in each case to the extent necessary for the operation of its business.

4.2 Term. The term of the grant of security interests granted herein shall extend until the expiration of each of the respective Trademarks and Licenses pledged hereunder, or until the (a) Secured Obligations have been indefeasibly paid in full; (b) no commitment by any Secured Creditor exists that could give rise to any Secured Obligation; and (c) the Securities Purchase Documents and this Agreement have been terminated.

4.3 Duties of Grantor. The Grantor shall have the duty (a) to prosecute diligently each application to register any material Trademarks pending as of the date hereof or thereafter until all Secured Obligations have been indefeasibly paid in full, (b) to make application on material Trademarks, as appropriate or as requested by the Collateral Agent and (c) to preserve and maintain all rights in all applications to register material Trademarks. Any expenses incurred in connection with such applications shall be borne solely by the Grantor. The Grantor shall not abandon any right to file an application to register material Trademarks without the prior written consent of the Collateral Agent.

4.4 Delivery of Certificates. The Grantor shall deliver to the Collateral Agent copies of all existing and future official Certificates of Registration for the Trademarks which it has or hereafter obtains and the registration numbers for such Trademarks with respect to which it has not received Certificates of Registration.

4.5 Notice of Proceedings. The Grantor shall promptly notify the Collateral Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Grantor's right, title and interest in any Trademark or the Grantor's right to register any Trademark.

5. WAIVERS, AMENDMENTS AND REMEDIES.

5.1 Remedies. In the event that an Event of Default has occurred and is continuing, the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Grantor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may, and upon the direction of the Secured Creditors shall, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere upon such terms and conditions as the Collateral Agent may deem advisable and at such prices as the Collateral Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Collateral Agent or any Secured Creditor upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Grantor, which right or equity is hereby expressly waived and released.

5.2 Waivers and Amendments. No delay or omission of the Collateral Agent or any Secured Creditor to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not

preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent and consented to by the Secured Creditors, and then only to the extent specifically set forth in such writing.

6. PROCEEDS.

6.1 Special Collateral Account. After an Event of Default has occurred and is continuing, all cash proceeds of the Collateral received by the Collateral Agent shall be deposited in a special deposit account designated by the Collateral Agent and held there as security for the Secured Obligations.

6.2 Application of Proceeds. The proceeds of the Collateral shall be applied by the Collateral Agent to payment of the Secured Obligations in accordance with Section 7.3 of the Security Agreement.

7. GENERAL PROVISIONS.

7.1 Notice of Disposition of Collateral. The Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if made to the Grantor, addressed as set forth in Section 9 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

7.2 Collateral Agent Performance of Grantor Obligations. Without having any obligation to do so, during the continuance of an Event of Default, the Collateral Agent may perform or pay any obligation which the Grantor has agreed to perform or pay in this Agreement and the Grantor shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 7.2. The Grantor's obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.3 Authorization for Collateral Agent to Take Certain Action. The Grantor irrevocably authorizes the Collateral Agent at any time and from time to time, in the sole discretion of the Collateral Agent, upon the occurrence and continuance of an Event of Default: (i) to execute on behalf of the Grantor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's and Secured Creditors' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral. At any time and from time to time after the Secured Obligations have been declared or become due and payable in accordance with the Securities Purchase Agreement, the Grantor authorizes the Collateral Agent to apply the proceeds of any

Collateral received by the Collateral Agent to the Secured Obligations as provided in Section 6 hereof.

7.4 Specific Performance of Certain Covenants. The Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.4 and 7.5 hereof will cause irreparable injury to the Collateral Agent and the Secured Creditors and that the Collateral Agent and the Secured Creditors have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Collateral Agent or the Secured Creditors to seek and obtain specific performance of other obligations of the Grantor contained in this Agreement, that the covenants of the Grantor contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Grantor.

7.5 Dispositions Not Authorized. Except as provided for by the Securities Purchase Agreement and herein, the Grantor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Grantor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Collateral Agent or the Secured Creditors unless such authorization is in writing signed by the Collateral Agent with the consent of the Secured Creditors, as required by the Securities Purchase Documents.

7.6 Subordination. The security interest in the Collateral granted hereunder and the rights and remedies of the Secured Creditors hereunder are subject to the terms of the Intercreditor Agreement. Without limiting, and in furtherance of, the foregoing, the Secured Creditors shall not exercise their rights under Sections 5.1, 6.1, 7.2 and 7.3 hereof for so long as the Intercreditor Agreement is in effect, except as expressly permitted thereby or otherwise expressly permitted in writing by the Senior Banks. In the event of any conflict between the terms and provisions of this Agreement and the Intercreditor Agreement, the terms and provisions of the Intercreditor Agreement shall govern and control.

7.7 Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Illinois Uniform Commercial Code as in effect on the date hereof.

7.8 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantor, the Collateral Agent and the Secured Creditors and their respective successors and assigns, except that the Grantor shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Collateral Agent and the Secured Creditors.

7.9 Survival of Representations. All representations and warranties of the Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

7.10 Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Collateral Agent or any Secured Creditor, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Grantor in accordance

with the terms of the Securities Purchase Agreement. The Grantor shall reimburse (a) the Collateral Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Collateral Agent and each Secured Creditor for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent or such Secured Creditor) paid or incurred by the Collateral Agent or such Secured Creditor in connection with the collection and enforcement of this Agreement.

7.11 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.12 Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations or commitments therefor outstanding) until the payment in full of the Secured Obligations and the termination of the Securities Purchase Documents in accordance with their terms, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Grantor. Upon such termination, the Collateral Agent shall promptly return to the Grantor, at the Grantor's expense, such of the Collateral held by the Collateral Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Collateral Agent will promptly execute and deliver to the Grantor such other documents as the Grantor shall reasonably request to evidence such termination.

7.13 Entire Agreement. This Agreement and the Securities Purchase Documents embody the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Collateral and supersede all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Collateral.

7.14 Indemnity. The Grantor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Collateral Agent and each Secured Creditor, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Collateral Agent or any Secured Creditor, or any of their respective successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Collateral Agent or any such Secured Creditor).

7.15 Releases. Upon termination of this Agreement in accordance with the provisions of Section 7.12 hereof, the Collateral Agent and the Secured Creditors shall, at the Grantor's

request and expense, execute such releases as the Grantor may reasonably request, in form and upon terms acceptable to the Collateral Agent in all respects.

7.16 Waivers. Except to the extent expressly otherwise provided herein or in any other Securities Purchase Document, the Grantor waives, to the extent permitted by applicable law, (a) any right to require either the Collateral Agent or any Secured Creditor to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Collateral Agent or any Secured Creditor may have, and (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

7.17 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Grantor and the Collateral Agent.

7.18 **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAW OF THE STATE OF ILLINOIS (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS); PROVIDED THAT THE PARTIES SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.**

7.19 Marshalling. Neither the Collateral Agent nor any Secured Creditor shall be under any obligation to marshal any assets in favor of the Grantor or any other party or against or in payment of any or all of the Secured Obligations.

8. THE COLLATERAL AGENT. JPMorgan Chase Bank has been appointed as the initial Collateral Agent hereunder and has agreed to act (and any successor Collateral Agent shall act) as such only upon the express conditions contained in the Securities Purchase Agreement. Any successor Collateral Agent appointed pursuant to Securities Purchase Agreement shall be entitled to all the rights, interests and benefits of Collateral Agent hereunder.

9. NOTICES.

9.1 Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 11.3 of the Securities Purchase Agreement.

9.2 Change in Address for Notices. The Grantor, the Collateral Agent or any Secured Creditor may change the address for service of notice upon it by a notice in writing to the other.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the duly authorized representatives as of the date first set forth above.

RIMROCK CORPORATION,
as Grantor

By: R. E. Archer
Name: Robert E. Archer
Title: Chief Financial Officer

JPMORGAN CHASE BANK,
as Collateral Agent

By: _____
Name:
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the duly authorized representatives as of the date first set forth above.

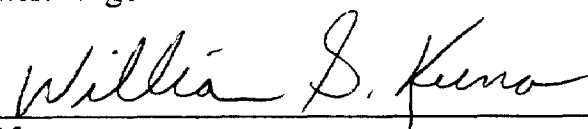
RIMROCK CORPORATION,
as Grantor

By: _____

Name: Robert E. Archer
Title: Chief Financial Officer

JPMORGAN CHASE BANK,
as Collateral Agent

By: _____


Name: WILLIAM G. KEENAN
Title: Assistant Vice President

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 27th day of January, 2003 by Robert E. Archer personally known to me to be the Chief Financial Officer of RIMROCK CORPORATION, an Ohio corporation, on behalf of such corporation.

Susan E. Portwood

NOTARY PUBLIC

My Commission Expire: _____

(SEAL)



SUSAN E. PORTWOOD
Notary Public, State of Ohio
My Commission Expires 03-16-04