

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		12/30/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	GEO Specialty Chemicals, Inc.		
Street Address:	3201 Enterprise Parkway, Suite 490		
Internal Address:	Attention: William P. Eckman		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1985801	TRIMET	
Registration Number:	611268	TRIMET	
Registration Number:	758654	DMPA	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5000		
Email:	jnici@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Rm. 4680		
Address Line 4:	New York, NEW YORK 10005-1413		
NAME OF SUBMITTER:	Janis Nici		

CH \$90.00 1985801

Signature:	/janis nici/
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Date:	02/25/2005
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**INTELLECTUAL PROPERTY
RELEASE OF SECURITY INTEREST**

This INTELLECTUAL PROPERTY RELEASE OF SECURITY INTEREST is entered into this 31st day of December, 2004, by Deutsche Bank Trust Company Americas, in its capacity as collateral agent ("**Collateral Agent**") under that certain Security Agreement referred to below. Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Credit Agreement referred to below.

WHEREAS, Deutsche Bank Trust Company Americas acts as administrative agent (the "**Administrative Agent**") under that certain Amended and Restated Credit Agreement dated as of May 31, 2001 (as amended, modified and supplemented from time to time, the "**Credit Agreement**") among GEO Specialty Chemicals, Inc., an Ohio Corporation (the "**Borrower**"), the lending institutions party hereto from time to time (each a "**Lender**" and, collectively the "**Lenders**"), the Administrative Agent for the Lenders, Salomon Smith Barney Inc, as syndication agent (the "**Syndication Agent**") and together with Deutsche Banc Alex Brown, Inc. each as joint lead arranger and joint book manager and U.S. Bank National Association, as documentation agent (the "**Documentation Agent**").

WHEREAS, pursuant to the terms of the Credit Agreement, the Borrower, as entered into a Security Agreement, dated as of May 31, 2004 (as amended and in effect from time to time, the "**Security Agreement**") pursuant to which the Borrower granted to the Collateral Agent, for the benefit of the Lenders and the Collateral Agent, a security interest in and first priority lien on the intellectual property owned by the Borrower and described more fully on Exhibit A attached hereto (the "**Subject Intellectual Property**"), which security interest was recorded on September 3, 1998 on reel 1784 and frame 0555;

WHEREAS, the Borrower informed the Administrative Agent and the Lenders that the Borrower intends to pay in full in cash all Obligations outstanding under the Credit Agreement and terminate the Credit Agreement on the date hereof; and

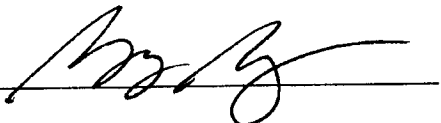
WHEREAS, the Administrative Agent, for itself and the Lenders, has received from the Borrower payment in full in cash of all Obligations outstanding under the Credit Agreement and pursuant to the terms of the Security Agreement the Collateral Agent is releasing its security interest in and first priority lien on the Subject Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

The Collateral Agent hereby terminates and releases its security interest in and first priority lien on the Subject Intellectual Property identified on Exhibit A attached hereto, and the Collateral Agent hereby assigns and transfers to the Borrower, without representation, warranty and recourse, all of the Collateral Agent's right, title and interest in and to the Subject Intellectual Property identified on Exhibit A attached hereto, effective as of the date set forth above.

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DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

CERTIFICATE OF ACKNOWLEDGMENT

Gregory Sheffrin
Director

STATE OF New York)

) ss.:

COUNTY OF New York)

On this 30th day of December, 2004, before me personally came
Gregory Sheffrin who, being by me duly sworn, did state as follows: that [s]he
is Director of Deutsche Bank Trust Company Americas, that [s]he is
authorized to execute the foregoing Grant on behalf of said Deutsche Bank and
that [s]he did so by authority of the Board of Directors of said Deutsche Bank.



MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

EXHIBIT A

SUBJECT TRADEMARKS

<u>Trademark or Service Mark</u>	Registrations— United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Trimet	1985801	7/9/1996
Trimet	611268	8/30/1955
DMPA	758654	10/22/1963

SUBJECT PATENTS

<u>Patent</u>	Registrations— United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
None	None	