

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Bank of America, N.A.
336 Madison Avenue
New York, NY 10017

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship National Association
Execution Date(s) February 8, 2005

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other Release of Lien in Trademarks

2. Name and Address of receiving party(ies)

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

Name: Astaris LLC

Internal Address: _____

Street Address: 622 Emerson Road

City: St. Louis

State: MO

Country: USA Zip: 63141-1160

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership - Citizenship _____

Corporation - Citizenship _____

Other Limited Liability Company

Citizenship Delaware

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

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2506445	1582110	2242762
2064120	2146393	2291428
806222	2270990	2055421
1685890	1804093	1443733
1441666	934272	837738
812366	775596	770082
775916	767942	728737

Additional numbers attached? Yes No

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

Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (212) 735-3697
jseiden@skadden.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 1.21(h) and 3.41) \$715

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 525360/0859)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Faith C. Robinson

9. Signature.

Signature

Jonathan Seiden, Esq.

Name of Person Signing

March 9, 2005

Date

Total number of pages including cover sheet, and documents:

6

CH \$715.00 192385 2506445

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CONTINUATION OF ITEM 2. Name and Address of Receiving Party(ies)

2. Astaris Production LLC - a Delaware limited liability company located at
622 Emerson Road, St. Louis, MO 63141-1160
3. Astaris Idaho LLC - a Delaware limited liability company located at
622 Emerson Road, St. Louis, MO 63141-1160

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	2247601
	694095
	680125
	608530
	503712
	395321
	46851

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS is given as of this 8th day of February, 2005 by BANK OF AMERICA, N.A., located at 336 Madison Avenue, New York, New York 10017 (the "Assignor"), as Administrative Agent for the Secured Parties, in favor of ASTARIS LLC, ASTARIS PRODUCTION LLC, AND ASTARIS IDAHO LLC, each a Delaware limited liability company located at 622 Emerson Road, St. Louis, MO 63141-1160 (collectively, the "Grantors"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Security Agreement or the IP Security Agreement (as each is respectively defined below).

WHEREAS, pursuant to the Security Agreement, dated September 14, 2000, between the Grantors and Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor granted a security interest in, among other property, certain intellectual property of the Grantors to Assignor for the ratable benefit of the Secured Parties as a condition precedent to the making of Advances and the issuance of letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreement(s) by the Hedge Banks from time to time.

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated September 14, 2000, between Grantors and Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time (the "IP Security Agreement"), each Grantor granted to Assignor for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest to certain Collateral, including (i) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (the "Trademarks"), (ii) any and all claims for damages for past, present and future, infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and (iii) any and all proceeds of the foregoing (collectively, the "Trademark Collateral") to secure the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on September 22, 2000 at Reel/Frame 2155/0232.

WHEREAS, Assignor has agreed to release its security interest in the Trademark Collateral and assign, transfer, and grant all of its right, title and interest in the Trademark Collateral to Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in the Trademark Collateral and reverts Grantors with full right, title, and interest in the Trademark Collateral.

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF
LIEN IN TRADEMARKS to be duly executed as of the date above first written.

ASSIGNOR
BANK OF AMERICA, N.A.,
As Administrative Agent

By: 

Name:

Title:

John Pocalyko
Senior Vice President

RELEASE OF LIEN IN TRADEMARKS

TRADEMARK
REEL: 003060 FRAME: 0569

SCHEDULE A

UNITED STATES TRADEMARKS

Trademark	App. No./ (Filing Date)	Reg. No./ (Issuance Date)	Owner	Comments
CALSTAR	76/163495 (11/10/2000)	2506445 (11/13/2001)	Astaris LLC	Registered
EMULSI-PHOS	73/802019 (5/22/1989)	1582110 (2/13/1990)	Astaris LLC	Registered
KATCH	75/447271 (3/10/1998)	2247601 (5/25/1999)	Astaris LLC	Registered
KATCH and Design	75/447588 (3/10/1998)	2242762 (5/4/1999)	Astaris LLC	Registered
LEVERAGE and Design	75/047960 (1/17/1996)	2064120 (5/20/1997)	Astaris LLC	Registered
MAG-NIFICENT	75/270998 (4/8/1997)	2146393 (3/24/1998)	Astaris LLC	Registered
MCM ADDITIVE	75/346369 (8/25/1997)	2291428 (11/9/1999)	Astaris LLC	Registered
MONOSORB	72/216405 (4/13/1965)	806222 (3/29/1966)	Astaris LLC	Renewed
POLYSORB	75/241410 (2/13/1997)	2270990 (8/17/1999)	Astaris LLC	Registered
SNOW FRESH	75/121445 (6/14/1996)	2055421 (4/22/1997)	Astaris LLC	Registered
SNOW FRESH and Design-	74/143452 (3/1/1991)	1685890 (5/12/1992)	Astaris LLC	Registered
XP-4	74/369807 3/18/1993	1804093 11/16/1993	Astaris LLC	Registered
CLAYPHOS	73/595420 (4/21/1986)	1443733 (6/23/1987)	Astaris LLC	Registered
HYSORB	73/585271 (2/28/1986)	1441666 (6/9/1987)	Astaris LLC	Registered
LEVN-LITE	72/351817 (2/19/1970)	934272 (5/16/1972)	Astaris LLC	Renewed
PHOS-CHEK	72/252876 (8/22/1966)	837738 (10/31/1967)	Astaris LLC	Renewed
GLASS H	72/226048 (8/19/1965)	812366 (8/9/1966)	Astaris LLC	Renewed
IP-61	72/176220 (9/3/1963)	775596 (8/25/1964)	Astaris LLC	Renewed
LUSTRE-PHOS	72/173376 (7/19/1963)	770082 (5/19/1964)	Astaris LLC	Renewed

Trademark	App. No./ (Filing Date)	Reg. No./ (Issuance Date)	Owner	Comments
PAN-O-LITE	72/171366 (6/19/1963)	775916 (8/25/1964)	Astaris LLC	Renewed
STABIL-9	72/167298 (4/22/1963)	767942 (4/7/1964)	Astaris LLC	Renewed
NFB	72/103947 (9/6/1960)	728737 (3/20/1962)	Astaris LLC	Renewed
SODAPHOS	72/077201 (7/7/1959)	694095 (3/8/1960)	Astaris LLC	Renewed
NUTRIFOS	72/059047 (9/17/1958)	680125 (6/9/1959)	Astaris LLC	Renewed
HEXAPHOS	71/661628 (2/25/1954)	608530 (7/12/1955)	Astaris LLC	Renewed
OILFOS	71/497954 (7/12/1947)	503712 (11/9/1948)	Astaris LLC	Renewed
PY-RAN	71/450401 (1/22/1942)	395321 (5/19/1942)	Astaris LLC	Renewed
H. T.	71/002354 (4/20/1905)	46851 (10/10/1905)	Astaris LLC	Renewed