

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/16/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marsulex Environmental Technologies Corporation		08/16/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of Montreal
Street Address:	100 King Street West, 1 First Canadian Place
Internal Address:	4th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1H3
Entity Type:	Security Agent:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78216906	CLEAN STACK

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2128198928  
 Email: enunn@whitecase.com  
 Correspondent Name: White & Case LLP  
 Address Line 1: 1155 Avenue of the Americas  
 Address Line 2: Attn: Elizabeth A. Nunn  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1106938-0092 (MARSULEX)

DOMESTIC REPRESENTATIVE

**900036311**

**TRADEMARK  
 REEL: 003196 FRAME: 0505**

**CH \$40.00 78216906**

Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Elizabeth A. Nunn
Signature:	/Elizabeth A. Nunn/
Date:	11/17/2005

Total Attachments: 4  
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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

WHEREAS, Marsulex Environmental Technologies Corporation, a Delaware corporation (the "Grantor"), having its chief executive office at 200 North Seventh Street, Lebanon, Pennsylvania 17046-5006, is the owner of all right, title and interest in and to the United States trademarks, trademarks registrations and trademark applications set forth in Schedule A attached hereto (the "Trademarks");

WHEREAS, Bank of Montreal, as Administrative Agent, having its principal offices at 100 King Street West, 1 First Canadian Place, 4<sup>th</sup> Floor, Toronto, Ontario, Canada M5X 1H3 (the "Agent"), desires to acquire a security interest in such Trademarks; and

WHEREAS, the Grantor is willing to assign to the Agent, and to grant to the Agent a security interest in and lien upon such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the U.S. Security Agreement, dated as of August 16, 2005, made by the Grantor, and other assignors from time to time party thereto and the Agent (the "Security Agreement"), the Grantor hereby assigns to the Agent as collateral security, and grants to the Agent, for its own benefit and as agent in trust for the ratable benefit of itself and the other Lender Parties (as defined in the Security Agreement), a security interest in, all of such Grantor's right, title and interest in (i) the Trademarks, including all goodwill associated with the Trademarks, (ii) all proceeds, products, rents or profits of or from any and all of the Trademarks, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same, whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located.

This Grant shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The Grantor and Agent hereby declare that it is their intention that this Grant shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required.

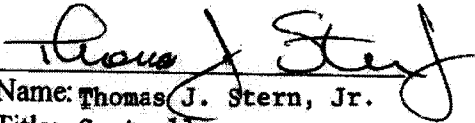
This Grant has been granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows.]

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
10th day of August, 2005.

MARSULEX ENVIRONMENTAL  
TECHNOLOGIES CORPORATION, Grantor

By:   
Name: Thomas J. Stern, Jr.  
Title: Controller

BANK OF MONTREAL, as Collateral Agent

By: Stephen Kelly  
Name: Stephen Kelly  
Title: Vice President  
Structured & Project  
Lending

[Signature Page to Grant of Security Interest in United States Trademarks]

**SCHEDULE A**

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>
CLEAN STACK	78/216,906	02/20/2003