# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pharmco Products, Inc.		01/31/2006	CORPORATION: CONNECTICUT

#### **RECEIVING PARTY DATA**

Name:	Royal Bank of Canada
Street Address:	PO Box 50, Royal Bank Plaza
Internal Address:	4th Floor, North Tower
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Canadian Bank: CANADA

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1849745	PHARMCO
Registration Number:	303807	PHARMCO
Registration Number:	500374	PHARMCO

### CORRESPONDENCE DATA

Fax Number: (860)275-0343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860-275-0589 Email: ptomail@dbh.com

Correspondent Name: Barb Villandry, Day, Berry & Howard

Address Line 1: CityPlace 1

Hartford, CONNECTICUT 06103 Address Line 4:

ATTORNEY DOCKET NUMBER: 071538-00050

DOMESTIC REPRESENTATIVE

**REEL: 003242 FRAME: 0193** 

TRADEMARK

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Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Barb Villandry
Signature:	/Barb Villandry/
Date:	02/07/2006
Total Attachments: 5 source=Pharmco sec agr#page1.tif source=Pharmco sec agr#page2.tif source=Pharmco sec agr#page3.tif source=Pharmco sec agr#page4.tif source=Pharmco sec agr#page5.tif	

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated 31 January 2006 is between PHARMCO PRODUCTS, INC. (herein called the "Company"), and ROYAL BANK OF CANADA, through its division, RBC Capital Partners (together with its successors and assigns, the "Lender").

#### WITNESSETH:

WHEREAS, Commercial Alcohols Inc., Commercial Alcohols Sales Corp., the Company, AAPER Alcohol and Chemical Company., and Aaper Holdings Inc., (the "Restricted Parties", as defined in the Credit Agreement, referred to below), and the Lender have entered into a Senior Subordinated Credit Agreement made as of 31 January 2006 (as the same may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement");

WHEREAS, the Company is an indirect subsidiary of Commercial Alcohols Inc.;

WHEREAS, the Company has issued a Guaranty (as amended, modified, supplemented, restated or replaced from time to time, the "Credit Guaranty") dated as of the date hereof in favor of the Lender with respect to the obligations of Commercial Alcohols Inc. to the Lender;

WHEREAS, to induce the Lender to make advances to Commercial Alcohols Inc., and to secure its present and future liabilities to the Lender, the Company has granted a security interest in its assets, property and undertaking in favor of the Lender pursuant to a security agreement dated as of the date hereof between the Company and the Lender (as amended, modified, supplemented, restated or replaced from time to time, the "Security Agreement");

AND WHEREAS, to further secure its present and future liabilities, the Company wishes to grant a specific security in respect of the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

SECTION I. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION II. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of all Liabilities (as defined in the Security Agreement), the Company does hereby mortgage, pledge and hypothecate to the Lender and grant to the Lender a security interest in, all of the Company's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or

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acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and any corresponding offices in other countries in the world (all of the foregoing items in this clause A being collectively called a "Trademark"), including, without limitation, those referred to in Attachment 1 hereto;

- B. all Trademark licenses granted by the Company, including those, if any, referred to in Attachment 1 hereto;
  - C. all renewals, extensions or the like of any Trademarks;
- D. the entire goodwill of the businesses of the Company connected with and symbolized by the Trademarks;
- E. all rights of action on account of past, present and future unauthorized use of any of the said Trademarks and for infringement of said Trademarks, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license granted by the Company; and
- F. the right to file and prosecute applications for patents, copyrights, and for registration of trademarks and service marks on any of said inventions, copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.
- SECTION III. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION IV. <u>Release of Security Interest</u>. Upon payment in full of all Liabilities, the Lender shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.
- SECTION V. <u>Acknowledgment</u>. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION VI. <u>Credit Document, Security Document, etc.</u> This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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SECTION VII. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION VIII. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION IX. <u>Choice of Law</u>. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Connecticut, subject, however, to the applicability of United States Federal law.

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PHARMCO PRODUCTS, INC - TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PHARMCO PRODUCTS, INC.

By:

Name: Title: MARCOLAWEST DIRECTOR

ROYAL BANK OF CANADA, through its division RBC Capital Partners, as Lender

Name: Tony Manastersky
Title: Managing Partner

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Name: Owen Trotter

Owen Trother

Title: Partner

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# **ATTACHMENT 1**

# Registered Trademarks

MARK	DATE REGISTERED	NUMBER	CLASS(ES)
PHARMCO (block letters)	16 August, 1994 renewed 20 September 2004	1,849,745	1
PHARMCO, stylized, plus design	6 June 1933 Renewed: 16 June 2003	303,807	1
PHARMCO, stylized	18 May 1948 Renewed: 3 December 1998	500,374	1

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**RECORDED: 02/07/2006** 

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