

ResubMITal

09-29-1998

FORM PTO-1594
1-31-92



SHEET
1/1

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → ▾

100844791

MRD476-98

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

1. Name of conveying party(ies):

The C.P. Hall Company

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

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies):

Name: Bank of America National Trust & Savings Association

Internal Address: _____

Street Address: 231 S. LaSalle Street

City: Chicago State: IL ZIP: 60697

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

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

(Designations must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

Please see Attachment A.

B. Trademark Registration No.(s)

Please see Attachment B.

Additional numbers attached? Yes No

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

Name: Katherine R. Perkins

Internal Address: Neal, Gerber & Eisenberg

Street Address: 2 North LaSalle Street, Suite 2200

City: Chicago State: IL ZIP: 60602

6. Total number of applications and registrations involved: _____

44

7. Total fee (37 CFR 3.41): _____ \$1,115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Katherine R. Perkins
Name of Person Signing

Signature

4-16-98
Date

Total number of pages comprising cover sheet: _____

15

ATTACHMENT A TO RECORDATION COVER SHEET
FOR THE C.P. HALL COMPANY

Item 4.a. Trademark Application Numbers

Trademark	Serial No.	Filing Date	Registration No.	Registration Filing Date
QUIKOTE	0000005		1950251	1/23/96
HALLSTAR	0113289	6/3/96	2090136	8/19/97
HALLBRITE	0113495	6/3/96	2090138	8/19/97
HALLTRESS	0113494	6/3/96	2090137	8/19/97
NOT JUST BETTER, BRILLIANTLY BETTER	0201553	11/21/96	2110794	11/4/97
NOT JUST BETTER, BRILLIANTLY BETTER	0201554	11/21/96	2161480	6/2/98
HALLQUEST	522745	7/21/98		

ATTACHMENT B TO RECORDATION COVER SHEET
FOR THE C.P. HALL COMPANY

Item 4.b. Trademark Registration Numbers

1582116
1180709
1252592
0432867
0419474
0419599
0419727
0419600
0419601
0205178
1322832
1332724
1728517
1032661
0723733
0391917
0666738
0961834
1898502
1914400
1950251
1911015
1927485
1909689
1954186
0843087
0325370
2037232
1954415

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

This Patent and Trademark Collateral Assignment, dated as of December 18, 1997 from THE C.P. HALL COMPANY, an Ohio corporation (herein called the "Company"), to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association (herein called the "Bank").

WHEREAS, the Company has entered into a certain Loan and Security Agreement, dated as of even date herewith (herein, as the same may be amended, modified, supplemented or renewed called the "Secured Credit Agreement") with the Bank pursuant to which the Bank has agreed to make loans and issue letters of credit to the Company;

WHEREAS, the Company is the owner of certain United States patents as more particularly specified in Schedule I attached hereto and of certain registered United States trademarks as more particularly specified in Schedule II attached hereto; and

WHEREAS, the Secured Credit Agreement provides for the Company to execute and deliver to the Bank a Patent and Trademark Collateral Assignment in the form of this Assignment, and to assign to the Bank all such patents and trademarks, all as more fully hereinafter set forth;

NOW, THEREFORE, in consideration of any loan heretofore or hereafter made to the Company and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. When used herein, the following terms shall have the following meanings:

The terms "Borrower", "Commitments", "Event of Default", "Liabilities", "Notes", "Unmatured Event of Default", and all other terms used but not defined herein shall have the meanings assigned thereto in the Secured Credit Agreement.

"Patents" - see Section 2 hereof.

"Trademarks" - see Section 2 hereof.

SECTION 2. Assignment. Solely as security for the payment of the Notes and all other Liabilities, the Company hereby grants, assigns, and conveys unto the Bank, its successors and assigns, a security interest, with power of sale to the extent permitted by law, in and to the following: (a) all foreign and United States patents, including but not limited to those listed in Schedule I attached hereto, and in and to any and all, and all patents for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitation, license

royalties and proceeds of infringement suits) (all of the foregoing being herein called collectively the "Patents"); and (b) all foreign and United States trademarks and trademark registrations, including but not limited to those listed on Schedule II hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitation, license, royalties and proceeds of suit) (all of the foregoing being herein called collectively the "Trademarks").

SECTION 3. Warranties and Covenants. The Company hereby warrants and agrees that: (a) to the knowledge of the Company, each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable, in whole or in part; (b) to the best of the Company's knowledge, each of the Patents and Trademarks is valid and enforceable; (c) to the knowledge of the Company, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by the Company not to sue third persons; (d) the Company has the unqualified right to enter into this Assignment and perform its terms; (e) to the knowledge of the Company, no litigation is pending or threatened which contains allegations respecting the validity of any of the Patents or Trademarks; and (f) except to the extent that the Bank shall consent in writing, the Company (either itself or through licensees) will, unless the Company shall reasonably determine that a Trademark is of negligible economic value to the Company, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each Trademark, (iii) employ each Trademark with the appropriate notice of application or registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark, (v) not use any Trademark except for the uses for which registration or application for registration of such Trademark has been made, and (vi) not (and not permit any licensee or sublicensee thereto to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

SECTION 4. Protection of Patents and Trademarks. The Company shall have the duty to protect, preserve and maintain all rights in each of the Patents and Trademarks, including but not limited to the duty to prosecute and/or defend against any and all suits contesting infringement or dilution of the Patents or Trademarks, any other suits containing allegations respecting the validity of the Patents or the Trademarks, and any suits claiming injury to the goodwill associated with any of the Trademarks. Any expenses incurred in protecting, preserving and maintaining the Patents or Trademarks shall be borne by the Company. The Bank shall have the right to bring suit to enforce any or all Patents, Trademarks, or licenses thereunder, in which event the Company shall at the request of the Bank do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify the

Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Section 5. Notwithstanding the foregoing, the Bank shall have no obligations or liabilities regarding the Patents or Trademarks or any of them by reason of, or arising out of, this Assignment.

SECTION 5. Reissues, etc. If, before the Liabilities shall have been paid in full, the Company shall become entitled to any patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patents or any improvement on any Patent, the provisions of Section 2 shall automatically apply thereto and the Company shall give to the Bank prompt notice thereof in writing. The Company hereby authorizes the Bank to modify this Assignment by amending Schedule I attached hereto to include any future patents and patent applications which are Patents under Section 2 hereof or this Section 6.

SECTION 6. Reassignment. At such time as the Company shall completely satisfy all of the Liabilities, the Bank shall execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to reassign to the Company the interest in the Patents and Trademarks assigned pursuant to this Assignment, subject to any disposition thereof which may have been made by the Bank. Any such reassignment shall be without recourse upon or warranty by the Bank and at the expense of the Company.

SECTION 7. Remedies. Whenever an Event of Default shall exist, all Liabilities may or shall, as the case may be, become immediately due and payable, as provided in the Secured Credit Agreement. If any Event of Default shall exist, the Company's license under the Trademarks and the Patents as set forth in Section 2 hereof shall terminate forthwith and the Bank shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Trademarks or any thereof may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Company, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois or elsewhere, the whole or from time to time any part of the Patents or Trademarks or any interest which the Company may have therein. Notice of any sale or other disposition of the Patents or Trademarks or any thereof shall be given to the Company at least five days before the time of any intended public or private sale or other disposition of the Patents or Trademarks or any thereof is to be made, which the Company hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permissible under applicable law, purchase the whole or any part of any Patent or Trademark sold, free from any right of redemption on the part of the Company, which right is hereby waived and released. The proceeds of such dispositions may be applied by the Bank to the payment of expenses in connection with the Patents and Trademarks, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance thereof may be applied by the Bank toward the payment of such of the Liabilities, and in such order of application, as the Agent or Required Bank may from time to time elect.

SECTION 8. General. The Company will, upon request of the Bank, execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by the Bank), and do such other acts and things, all as the Bank may from time to time request to establish and maintain a valid assignment of the Patents and Trademarks.

This Assignment, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Company shall not be permitted to assign this Assignment or any interest herein or in the Patents or Trademarks, or any part thereof.

Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated except by an instrument in writing duly signed by or on behalf of the Bank.

No delay on the part of the Bank in exercising any rights, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or any consent with respect to, any provision of this Assignment shall in any event be effective unless the same shall be in writing, and signed and delivered by the party to be bound thereby, and then such amendment, modification, waiver of consent shall be effective only in the specific instance and for the purpose for which given.

All obligations of the Company and all rights, powers and remedies of the Bank expressed herein are in addition to all other rights, powers and remedies possessed by them, including, without limitation, those provided by applicable law or in any other written instrument or agreement relating to any of the Liabilities or security therefor.

Except as otherwise provided herein, the provisions of the Secured Credit Agreement shall apply as to the giving of notices hereunder.

At the Bank's option this Assignment, or a carbon, photographic or other reproduction of this Assignment or of any Uniform Commercial Code financing statement covering the Patents and Trademarks or any portion thereof, shall be sufficient as the Uniform Commercial Code financing statement and may be filed.

Section captions used in this Assignment are for convenience of reference only, and shall not affect the construction of this Assignment.

This Assignment shall in all respects be a continuing agreement and shall remain in full force and effect until expiration or termination of all of the Commitments and final payment in full of all Liabilities.

This Assignment has been delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such 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 Assignment.

This Assignment is made by the Company and is accepted by the Bank for collateral security purposes only and by its acceptance thereof, the Bank shall have only the rights of a secured party under the Uniform Commercial Code or other applicable law and shall not be deemed the owner of the Patents and Trademarks or responsible for the maintenance, registration or any other actions with respect to the Patents or Trademarks referred to herein.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

THE C.P. HALL COMPANY

Attest:


Robert G. Bittel
Secretary

By: 
Name: George A. Vincent
Title: President

311 South Wacker Drive
Chicago, Illinois 60606

Attention: Mr. Thomas C. Seum
Vice President

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION

By: 
Name: Barbara A. Hamel
Title: Senior Vice President

231 South LaSalle Street
Chicago, Illinois 60697

Attention: Mr. Charles W. A. Hagel
Vice President

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I, Amy E Erfert, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, do hereby certify that George A Vincent, personally known to me to be the ~~Vice~~ President of The C. P. Hall Company, an Ohio corporation, and Robert C. Eitel, personally known to me to be the ~~Assistant~~ Secretary of The C. P. Hall Company, and each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of The C. P. Hall Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of December, 1997.

My Commission expires:

03/18/01

Amy E Erfert
Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

GUADALUPE CRUZ

I, _____, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, do hereby certify that Barbara A. Hamel, personally known to me to be Sen. Vice President of Bank of America National Trust and Savings Association, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Sen. Vice President he or she signed and delivered the said instrument as his or her free and voluntary act, and as the free and voluntary act and deed of Bank of America National Trust and Savings Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December, 1997.

My Commission expires:

3-18-98

Guadalupe Cruz
Notary Public

(NOTARIAL SEAL)



SCHEDULE I

PATENTS

I. Issued

Patent No.	Issue Date	Title
0004185150	1/22/80	Production of polyamides from dicarboxylic acids produced by nitric
0004182844	1/8/80	Cationic polymeric resins, their preparation and use
0004173552	11/6/79	Rubber additives
0004309302	1/5/82	Rubber additive

II. Pending

Serial No.	Filing Date	Title
007/323107	3/13/89	Polyester composition containing an ester of an ethoxylated aromatic alcohol
008/753925	12/3/96	PVC sheet material having improved water-based coating receptivity
008/752585	11/21/96	Stable sunscreen composition containing dibenzoylmethane derivative, eg parsol

SCHEDULE II**TRADEMARKS****I. Issued**

Trademark	Registration Number	Issue Date
SUPRMIX	1582116	2/13/90
PLASTHALL	1180709	12/8/81
PARAPLEX	1252592	10/4/83
MONOPLEX	0432867	9/16/47
FLAME ON DESIGN	0419474	2/19/46
FLAME ON DESIGN	0419599	2/26/46
FLAME ON COLORED DESIGN	0419727	3/5/46
FLAME ON DESIGN	0419600	2/26/46
FLAME ON COLORED DESIGN	0419601	2/26/46
PARA-FLUX	0205178	11/3/25
HALLCOMID	1322832	3/5/85
HALLCOTE	1332724	4/30/85
URETHHALL	1728517	10/27/92
EMULVIS	1032661	2/10/76
HALLCO	0723733	11/14/61
MAGLITE	0391917	12/2/41
MARMAG	0666738	9/9/58
MAGLITE D-BAR	0961834	6/26/73
D-140	1898502	6/13/95
INTERLUBE 292	1914400	8/29/95
QUIKOTE	1950251	1/23/96

Trademark	Registration Number	Issue Date
ZINCOTE	1911015	08/15/95
WET ZINC	1927485	10/17/95
GLYSO LUBE	1909689	8/8/95
SILREX	1954186	2/6/96
STAFLEX	0843087	1/30/68
STAFLEX	0325370	6/18/35
TEGMER (STYLIZED)	2037232	2/11/97
MAGCARB	1954415	2/6/96

II. Pending

Trademark	Serial No.	Filing Date
D-148 DRY	0000001	
MILLREX	0000002	
BUNAWELD	0000003	
MIKOTE	0000004	
QUIKOTE	0000005	
HYDROZINC	0535239	6/9/94
SLAB DIP	0000006	
ORC-222	0535234	6/9/94
REXANOL	0000007	
MOLD LUBE 426	0000008	
HALLSTAR	0113289	6/3/96
HALLBRITE	0113495	6/3/96
HALLTRESS	0113494	6/3/96
NOT JUST BETTER, BRILLIANTLY BETTER	0201553	11/21/96
NOT JUST BETTER, BRILLIANTLY BETTER	0201554	11/21/96

ATTACHMENT A TO RECORDATION COVER SHEET
FOR THE C.P. HALL COMPANY

Item 4.a. Trademark Application Numbers

Trademark	Serial No.	Filing Date	Registration No.	Registration Filing Date
QUIKOTE	0000005		1950251	1/23/96
HALLSTAR	0113289	6/3/96	2090136	8/19/97
HALLBRITE	0113495	6/3/96	2090138	8/19/97
HALLTRESS	0113494	6/3/96	2090137	8/19/97
NOT JUST BETTER, BRILLIANTLY BETTER	0201553	11/21/96	2110794	11/4/97
NOT JUST BETTER, BRILLIANTLY BETTER	0201554	11/21/96	2161480	6/2/98
HALLQUEST	522745	7/21/98		

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

This Patent and Trademark Collateral Assignment, dated as of December 18, 1997 from THE C.P. HALL COMPANY, an Ohio corporation (herein called the "Company"), to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association (herein called the "Bank").

WHEREAS, the Company has entered into a certain Loan and Security Agreement, dated as of even date herewith (herein, as the same may be amended, modified, supplemented or renewed called the "Secured Credit Agreement") with the Bank pursuant to which the Bank has agreed to make loans and issue letters of credit to the Company;

WHEREAS, the Company is the owner of certain United States patents as more particularly specified in Schedule I attached hereto and of certain registered United States trademarks as more particularly specified in Schedule II attached hereto; and

WHEREAS, the Secured Credit Agreement provides for the Company to execute and deliver to the Bank a Patent and Trademark Collateral Assignment in the form of this Assignment, and to assign to the Bank all such patents and trademarks, all as more fully hereinafter set forth;

NOW, THEREFORE, in consideration of any loan heretofore or hereafter made to the Company and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. When used herein, the following terms shall have the following meanings:

The terms "Borrower", "Commitments", "Event of Default", "Liabilities", "Notes", "Unmatured Event of Default", and all other terms used but not defined herein shall have the meanings assigned thereto in the Secured Credit Agreement.

"Patents" - see Section 2 hereof.

"Trademarks" - see Section 2 hereof.

SECTION 2. Assignment. Solely as security for the payment of the Notes and all other Liabilities, the Company hereby grants, assigns, and conveys unto the Bank, its successors and assigns, a security interest, with power of sale to the extent permitted by law, in and to the following: (a) all foreign and United States patents, including but not limited to those listed in Schedule I attached hereto, and in and to any and all, and all patents for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitation, license

royalties and proceeds of infringement suits) (all of the foregoing being herein called collectively the "Patents"); and (b) all foreign and United States trademarks and trademark registrations, including but not limited to those listed on Schedule II hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitation, license, royalties and proceeds of suit) (all of the foregoing being herein called collectively the "Trademarks").

SECTION 3. Warranties and Covenants. The Company hereby warrants and agrees that: (a) to the knowledge of the Company, each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable, in whole or in part; (b) to the best of the Company's knowledge, each of the Patents and Trademarks is valid and enforceable; (c) to the knowledge of the Company, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by the Company not to sue third persons; (d) the Company has the unqualified right to enter into this Assignment and perform its terms; (e) to the knowledge of the Company, no litigation is pending or threatened which contains allegations respecting the validity of any of the Patents or Trademarks; and (f) except to the extent that the Bank shall consent in writing, the Company (either itself or through licensees) will, unless the Company shall reasonably determine that a Trademark is of negligible economic value to the Company, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each Trademark, (iii) employ each Trademark with the appropriate notice of application or registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark, (v) not use any Trademark except for the uses for which registration or application for registration of such Trademark has been made, and (vi) not (and not permit any licensee or sublicensee thereto to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

SECTION 4. Protection of Patents and Trademarks. The Company shall have the duty to protect, preserve and maintain all rights in each of the Patents and Trademarks, including but not limited to the duty to prosecute and/or defend against any and all suits contesting infringement or dilution of the Patents or Trademarks, any other suits containing allegations respecting the validity of the Patents or the Trademarks, and any suits claiming injury to the goodwill associated with any of the Trademarks. Any expenses incurred in protecting, preserving and maintaining the Patents or Trademarks shall be borne by the Company. The Bank shall have the right to bring suit to enforce any or all Patents, Trademarks, or licenses thereunder, in which event the Company shall at the request of the Bank do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify the

Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Section 5. Notwithstanding the foregoing, the Bank shall have no obligations or liabilities regarding the Patents or Trademarks or any of them by reason of, or arising out of, this Assignment.

SECTION 5. Reissues, etc. If, before the Liabilities shall have been paid in full, the Company shall become entitled to any patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patents or any improvement on any Patent, the provisions of Section 2 shall automatically apply thereto and the Company shall give to the Bank prompt notice thereof in writing. The Company hereby authorizes the Bank to modify this Assignment by amending Schedule I attached hereto to include any future patents and patent applications which are Patents under Section 2 hereof or this Section 6.

SECTION 6. Reassignment. At such time as the Company shall completely satisfy all of the Liabilities, the Bank shall execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to reassign to the Company the interest in the Patents and Trademarks assigned pursuant to this Assignment, subject to any disposition thereof which may have been made by the Bank. Any such reassignment shall be without recourse upon or warranty by the Bank and at the expense of the Company.

SECTION 7. Remedies. Whenever an Event of Default shall exist, all Liabilities may or shall, as the case may be, become immediately due and payable, as provided in the Secured Credit Agreement. If any Event of Default shall exist, the Company's license under the Trademarks and the Patents as set forth in Section 2 hereof shall terminate forthwith and the Bank shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Trademarks or any thereof may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Company, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois or elsewhere, the whole or from time to time any part of the Patents or Trademarks or any interest which the Company may have therein. Notice of any sale or other disposition of the Patents or Trademarks or any thereof shall be given to the Company at least five days before the time of any intended public or private sale or other disposition of the Patents or Trademarks or any thereof is to be made, which the Company hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permissible under applicable law, purchase the whole or any part of any Patent or Trademark sold, free from any right of redemption on the part of the Company, which right is hereby waived and released. The proceeds of such dispositions may be applied by the Bank to the payment of expenses in connection with the Patents and Trademarks, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance thereof may be applied by the Bank toward the payment of such of the Liabilities, and in such order of application, as the Agent or Required Bank may from time to time elect.

SECTION 8. General. The Company will, upon request of the Bank, execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by the Bank), and do such other acts and things, all as the Bank may from time to time request to establish and maintain a valid assignment of the Patents and Trademarks.

This Assignment, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Company shall not be permitted to assign this Assignment or any interest herein or in the Patents or Trademarks, or any part thereof.

Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated except by an instrument in writing duly signed by or on behalf of the Bank.

No delay on the part of the Bank in exercising any rights, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or any consent with respect to, any provision of this Assignment shall in any event be effective unless the same shall be in writing, and signed and delivered by the party to be bound thereby, and then such amendment, modification, waiver of consent shall be effective only in the specific instance and for the purpose for which given.

All obligations of the Company and all rights, powers and remedies of the Bank expressed herein are in addition to all other rights, powers and remedies possessed by them, including, without limitation, those provided by applicable law or in any other written instrument or agreement relating to any of the Liabilities or security therefor.

Except as otherwise provided herein, the provisions of the Secured Credit Agreement shall apply as to the giving of notices hereunder.

At the Bank's option this Assignment, or a carbon, photographic or other reproduction of this Assignment or of any Uniform Commercial Code financing statement covering the Patents and Trademarks or any portion thereof, shall be sufficient as the Uniform Commercial Code financing statement and may be filed.

Section captions used in this Assignment are for convenience of reference only, and shall not affect the construction of this Assignment.

This Assignment shall in all respects be a continuing agreement and shall remain in full force and effect until expiration or termination of all of the Commitments and final payment in full of all Liabilities.

This Assignment has been delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such 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 Assignment.

This Assignment is made by the Company and is accepted by the Bank for collateral security purposes only and by its acceptance thereof, the Bank shall have only the rights of a secured party under the Uniform Commercial Code or other applicable law and shall not be deemed the owner of the Patents and Trademarks or responsible for the maintenance, registration or any other actions with respect to the Patents or Trademarks referred to herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

THE C.P. HALL COMPANY

Attest:

Robert G. Bittel
Secretary

By: [Signature]
Name: George A. Vincent
Title: President

311 South Wacker Drive
Chicago, Illinois 60606

Attention: Mr. Thomas C. Seum
Vice President

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION

By: [Signature]
Name: Barbara A. Hamel
Title: Senior Vice President

231 South LaSalle Street
Chicago, Illinois 60697

Attention: Mr. Charles W. A. Hagel
Vice President

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I, Amy E Erfert, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, do hereby certify that George A Vincent, personally known to me to be the ~~Vice~~ President of The C. P. Hall Company, an Ohio corporation, and Robert C. Eitel, personally known to me to be the ~~Assistant~~ Secretary of The C. P. Hall Company, and each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of The C. P. Hall Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of December, 1997.

My Commission expires:

03/18/01

Amy E Erfert
Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

GUADALUPE CRUZ

I, _____, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, do hereby certify that Barbara A. Hamel, personally known to me to be Gen. Vice President of Bank of America National Trust and Savings Association, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Gen. Vice President he or she signed and delivered the said instrument as his or her free and voluntary act, and as the free and voluntary act and deed of Bank of America National Trust and Savings Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of December 1997.

My Commission expires:

3-18-98

Guadalupe Cruz
Notary Public

(NOTARIAL SEAL)



SCHEDULE I

PATENTS

I. Issued

Patent No.	Issue Date	Title
0004185150	1/22/80	Production of polyamides from dicarboxylic acids produced by nitric
0004182844	1/8/80	Cationic polymeric resins, their preparation and use
0004173552	11/6/79	Rubber additives
0004309302	1/5/82	Rubber additive

II. Pending

Serial No.	Filing Date	Title
007/323107	3/13/89	Polyester composition containing an ester of an ethoxylated aromatic alcohol
008/753925	12/3/96	PVC sheel material having improved water-based coating receptivity
008/752585	11/21/96	Stable sunscreen composition containing dibenzoylmethane derivative, eg parsol

SCHEDULE II

TRADEMARKS

I. Issued

Trademark	Registration Number	Issue Date
SUPRMIX	1582116	2/13/90
PLASTHALL	1180709	12/8/81
PARAPLEX	1252592	10/4/83
MONOPLEX	0432867	9/16/47
FLAME ON DESIGN	0419474	2/19/46
FLAME ON DESIGN	0419599	2/26/46
FLAME ON COLORED DESIGN	0419727	3/5/46
FLAME ON DESIGN	0419600	2/26/46
FLAME ON COLORED DESIGN	0419601	2/26/46
PARA-FLUX	0205178	11/3/25
HALLCOMID	1322832	3/5/85
HALLCOTE	1332724	4/30/85
URETHHALL	1728517	10/27/92
EMULVIS	1032661	2/10/76
HALLCO	0723733	11/14/61
MAGLITE	0391917	12/2/41
MARMAG	0666738	9/9/58
MAGLITE D-BAR	0961834	6/26/73
D-140	1898502	6/13/95
INTERLUBE 292	1914400	8/29/95
QUIKOTE	1950251	1/23/96

Trademark	Registration Number	Issue Date
ZINCOTE	1911015	08/15/95
WET ZINC	1927485	10/17/95
GLYSO LUBE	1909689	8/8/95
SILREX	1954186	2/6/96
STAFLEX	0843087	1/30/68
STAFLEX	0325370	6/18/35
TEGMER (STYLIZED)	2037232	2/11/97
MAGCARB	1954415	2/6/96

II. Pending

Trademark	Serial No.	Filing Date
D-148 DRY	0000001	
MILLREX	0000002	
BUNAWELD	0000003	
MIKOTE	0000004	
QUIKOTE	0000005	
HYDROZINC	0535239	6/9/94
SLAB DIP	0000006	
ORC-222	0535234	6/9/94
REXANOL	0000007	
MOLD LUBE 426	0000008	
HALLSTAR	0113289	6/3/96
HALLBRITE	0113495	6/3/96
HALLTRESS	0113494	6/3/96
NOT JUST BETTER, BRILLIANTLY BETTER	0201553	11/21/96
NOT JUST BETTER, BRILLIANTLY BETTER	0201554	11/21/96