Form PTO-1594 RECORDATION FOR TRADEMA	RKS ONLY
To the Honorable Commissioner of Patents and Trademarks: Pl	ease record the attached original documents or copy thereof.
Name of conveying party(ies):	<ol><li>Name and Address of receiving party(ies)</li></ol>
Scotiabank, as successor to The Bank of Nova Scotia  Individual(s) Association  General Partnership Limited Partnership  Corporation -  Other  Additional name(s) of conveying party(ies) attached? Yes X_No	Sterling Pulp Chemicals Ltd. 302 The East Mail, Suite 200 Toronto, Ontario M9B 6C7  Individual(s) citizenship
3. Nature of conveyance:	Association
Assignment Merger Security Agreement Change of Name X Other: Release of Security Interest Execution Date: December 3, 2002	General Partnership Limited Partnership X Corporation Ontario, Canada Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes X No
4. Application number(s) or registration numb	per(s):
A. Trademark Application No(s).	B. Trademark Registration No(s).
74101535	1410146 1495571
74101534	1440439 1385716
	1917074 1158682
	1158681 1440437 1440438 1440440
Additional numbers attac	hed? Yes _X_ No
5. Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications/registrations involved:      15
Steven M. rosenthal, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036	7. Total fee (37 CFR 3.41) \$390  X All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 695120/3)
, and the second second	8. Deposit Account No. 19-2385
DO NOT US	E THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregotopy is a true copy of the original document.  Steven M. Rosenthal	ing information is true and correct and any attached  December 4, 2002
Name	Signature Date
Total number of pages including cover	sheet, attachments, and document: 21

# TENNECO CANADA INC. TRADE MARKS UNITED STATES

Application No.	Registration No.	Trade Mark
74/101,535	,	QUIK FLOW
74/101,534	•	R9
74/194,313		RIO
73/226.507	1.158.681	ERCO
73/226,508	1,158,682	ERCO & DESIGN
73/233,073	1,173,915	R3
73/544,837	1,410,146	R3H
73/535,035	1,440,437	R6
	1.440.438	R7
73/535,036	1.440.439	R.S
73/535,037	1,440,440	R5
73/535,059	1,495,571	ERCO
73/462,635	1,460,453	ERCO & DESIGN
73/462,636		ERCOCIDE
73/544,970	1,3 <b>85,716</b> 70,060	ERCO

TRADEMARK



12/03/2002 12:24

18:29

404-888-8982

SCOTIABANC

PAGE 02/04



#### STERLING PULP CHEMICALS

November 26, 2002

## VIA FACSIMILE (without enclosures) (416-862-3052 and 404-888-8998) AND FEDERAL EXPRESS

Scotiabank 40 King Street West Scotia Plaza Toronto, Ontario M5W 2X6 Canada Attn: Managing Director

Scotiabank 600 Peachtree Street Northeast Suite 2700 Atlanta, Georgia 30308 United States

Attn: Managing Director

To Whom It May Concern:

Re: Confirmation of Release of Old Security Interest By the Bank of Nova Scotia Against Patents and Trademarks of Sterling Pulp Chemicals, Ltd.

In connection with a Credit Agreement dated August 13, 1992, among Sterling Pulp Chemicals, Ltd. ("Sterling"), Sterling Canada, Inc. and The Bank of Nova Scotia (the "Credit Agreement"), Sterling granted to The Bank of Nova Scotia (the predecessor of Scotiabank) a security interest in patents and trademarks of Sterling in Canada, the United States and other jurisdictions set forth on Exhibit A attached hereto (the "Intellectual Property"). It is our understanding that The Bank of Nova Scotia released its security interest in said Intellectual Property in 1995, but we have not been able to locate documentation confirming such release. We are writing to request



We have, however, located a release by the Atlanta branch of The Bank of Nova Scotia against patents of Sterling Canada, Inc. on April 13, 1995. Such release was recorded with the USPTO on May 8, 1995 at Recl/Frame 7467/0397. (See Exhibit B (Agreement) and Exhibit C (Release of Assignment)).

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18:29

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PAGE 03/04

#### STERLING PULP CHEMICALS

Managing Director, Scotiabank Page 2 November 26, 2002

confirmation of such release by Scotiabank (or The Bank of Nova Scotia). As we require such confirmation in connection with an anticipated closing of a sale of certain assets of Sterling (including the Intellectual Property), we would greatly appreciate your response by <u>December 6, 2002</u>.

By way of background, we note that, according to our records, The Bank of Nova Scotia recorded its security interest in the Intellectual Property as follows:

- (i) Security interest in Canadian trademarks was recorded with the Canadian Intellectual Property Office in September 1992 (see Exhibit D);
- (ii) Security interest in U.S. trademarks was recorded with the United States Patent and Trademark Office on August 25, 1992, at USPTO Reel No. 0883, Frame 0954 (see Exhibit E); and
- (iii) Security interest in U.S. patents was recorded with the United States Patent and Trademark Office on August 25, 1992, at USPTO Reel No. 0883, Frame 0457 (see Exhibit F).

Please confirm by countersigning below that Sterling currently is not a debtor of Scotiabank, and that any lien or security interest that Scotiabank (or The Bank of Nova Scotia) may have had in any assets of Sterling, including but not limited to the Intellectual Property, was released. If we do not receive a response from you by **December 6, 2002**, we shall construe such lack of response as Scotiabank's (and The Bank of Nova Scotia's) confirmation of our understanding of the above.

Please fax all future correspondence regarding this matter, including the requested countersigned copy of this letter, to:

Ms. Jane Boshart-McCleary General Counsel Sterling Pulp Chemicals, Ltd. 302 The East Mall, Suite 200 Toronto, Ontario M9B 6C7 Canada

234 (Tel) 416-239-7559 (Fax) 416-234-7404

391800-New York Server 3A - MSW

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PAGE 04/04

#### STERLING PULP CHEMICALS

General Manager, Scotiabank Page 3 November 26, 2002

with a copy to:

Steven M. Rosenthal, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036-6522
(Tel) 212-735-2903
(Fax) 917-777-2903

We thank you in advance for your cooperation, and apologize for any inconvenience.

Very truly yours,

The Boshard In Chang

General Counsel

Sterling Pulp Chemicals, Ltd.

cc: Steven M. Rosenthal, Esq., Skadden Arps (via fax 917-777-2903)

Confirmation of Release of Security Interest and No Outstanding Debt in the Name of Sterling Pulp Chemicals, Ltd.

SCOTIABANK (f/k/a The Bank of Nova Scotia) - ムアムヘアム

Name:

Title: N. BELL, SENIOR MANAGER

Date: 12-3-02

393800-New York Servet 3A - MSW

DEC 03 2002 09:59 FR BNS

416 866 2010 TO 89177772903

P.04/07

#### STERLING PULP CHEMICALS

General Manager, Scotiahank Page 3 November 26, 2002

with a copy to:

Steven M. Rosenthal, Esq. Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, New York 10036-6522 (Tel) 212-735-2903 (Fax) 917-777-2903

We thank you in advance for your cooperation, and apologize for any inconvenience.

Very buly yours,

Jane Boshart-McCleary

General Counsel

Sterling Pulp Chemicals, Ltd.

Due Borland brilleary

Steven M. Rosenthal, Esq., Skadden Arps (via fax 917-777-2903)

Confirmation of Release of Security Interest and No Outstanding Debt in the Name of Sterling Pulp Chemicals, Ltd.

(f/k/a The Bank of Nova Scotia)

Managing Director December 2, 2002

391800-New York Servet 3A - MSW

HARVEY B. JACOBRON. JR.
D. DOUGLAS PRICE.
JOHN CLARKE HOCHMAN
MARVIN R. STERN
SIMOR L. MOSKOWITZ
MICHAEL R. SLOBASKY
MARBHA G. GENTHAER
JONATHAN L. SCHERER
STANFORD W. BETMANN
IRWIN M. AISENBERG
MARKAN T. THOMSON
NOMEON A. SMITTH+
GORDON C. FELL+
RANDALL G. ERDLEY
DAVID W. SELESNICK +DONALD D. BOSBEN
LEESA N. WEISE
JOHN E. MCKIE,
MARK H. TIDMAN
RENATO M. DE LUNA
D. ANDREW FLOAM+
W. SCOTT RAMSEY. PH.D. +
GUILLERING E. BAEZA +

\* SAR OTHER THAN D.C.
† PREG. PATENT AGENT
« SUROPEAN + ATENT ACENT

PREG. PATENT AGENT - EUROPEAN PATENT ATTMY

LAW OFFICES OF

JACOBSON, PRICE, HOLMAN &

THE JENIFER BUILDING 400 PEVENTH STREET, N.W.

WASHINGTON, D.C. 20004

(202) 638-6666

August 25, 1992

NOMAS A. M. URO USAN E. COLMAN

ARENCE A. O'PRIEN (1942)

TELEPAX: (202) 393-8370 (201) 393-8381 (202) 183-8381

TELEX) RCA 248PSE IDEA UR

TELEBRAPH: 1" WASHINGTON, D.C.

EMAIL: MAILBOX BOS-9414

ASSIGNATION CRAN

92 SEP -3

WRITER'S DIRECT NO.

Honorable Commissioner of Patents and Trademarks

ATTENTION: ASSIGNMENT DIVISION

Washington, D.C. 20231

Security Agreement Between Sterling Pulp Chemicals Ltd. and The Bank of Nova Scotia Regarding Trade Marks Listed On The Enclosed "ATTACHMENT A"

Atty. Dkt. No.: 5806/M2420

Sir-

Filed herewith for recording is an Agreement between

Sterling Pulp Chemicals Ltd. 2 Gibbs Road Etobicoke, Ontario, M9B IRI, CANADA

and

The Bank of Nova Scotia 44 King Street West Toronto, Ontario, M5H 1H1, CANADA

which is to be applied to the trade marks listed on the enclosed "ATTACHMENT A".

Our check number 13220 in the amount of \$390.00 is attached. Should this check become detached or the total amount be insufficient, please charge our Deposit Account No. 06-1358. A duplicate of this sheet is attached hereto.

Please return the recorded Agreement to the undersigned.

0B0 KJ 09/01/92 1158681 0 481

40.00 CK

89127258

080 KJ 09/01/92 1158681

Respectfully submitted,

350.00 CK

JACQBSON, PRICE, HOLMAN & STERN

Atty. Dkt. 5806/M-2420(Doc. 4) Enclosure

Marvin R. Stern, Reg. N .. 20,640

TDADEMADA

#### AGREEMENT (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of Agreement, 1992, between Sterling Pulp Chemicals, Ltd., an Ontario corporation (the "Grantor"), whose address is 2 Gibbs Road, Etobicoke, Ontario, M9B 1R1, and The Bank of Nova Scotia, whose address is 44 King Street West, Toronto, Ontario, M5H 1H1, as agent (together with its successors thereto in such capacity, the "Agent") for each of the Lender Parties (as hereinafter defined);

#### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement dated as of August 12, 1992 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Credit Agreement"), among Sterling Canada, Inc., a corporation organized under the laws of Delaware (the "U.S. Borrower"), the Grantor, (the Grantor and the Canadian Borrower being herein collectively referred to as the "Borrovers"), the various financial institutions (individually herein referred to as a "Lender", and collectively herein referred to as the "Lenders") as are, or may from time to time become, parties thereto, and the Agent, the Lender have extended Commitments to make extensions of credit in the form of Loans, Bankers' Acceptances (or BA Equivalent Loans) and Letters of Credit to the Borrowers subject to the terms and provisions of the Credit Agreement; and

WHEREAS, in connection with the Credit Agreement, the Grandor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments, supplements, restatements and other modification, if any, from time to time made thereto, the "Security Agreement"); and

WHEREAS, as a condition to the effectuation of the initial Borrowing under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent for the ratable benefit of the Lender Parties a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, pursuant to a certain Guarantee, dated as of Quounting, 1992 (the "Canadian Guarantee"), made by the Grantor (also the "Guarantor"), in favour of each of the Lender Parties, the Grantor guaranteed the Guaranteed Liabilities (as therein defined);

2.

WHEREAS, the sole shareholder of the Grantor, exercising the powers of the Board of Directors of the Grantor pursuant to a shareholder declaration in accordance with the provisions of the Ontario Business Corporations Act, has determined that it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the extensions of credit made from time to time to the Borrowers by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to extend credit in the form of Loans (including the initial Loans), Bankers' Acceptances (or BA Equivalent Loans) and Letters of Credit to the Borrowers pursuant to the terms and provisions of the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. <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 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations theorem and grant to the Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following projecty (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:
  - (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the United States Patent and Trademark Office or in any office or agency of the United States or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;
  - (b) all Trademark licenses, including each Trademark license referred to in <u>Item B</u> of <u>Attachment 1</u> hereto;

- (c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in <a href="Item A">Item A</a> and <a href="Item B">Item B</a> of <a href="Attachment 1">Attachment 1</a> hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent 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 Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.
- Release of Security Interest. Upon payment in SECTION 4. full of all Secured Obligations' and the termination of alle Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor 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 5. Acknowledgment. The Grant or does hereby further acknowledge and affirm that the rights and remedies of the Agent 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 6. Loan Document, etc. This Agreement is a Loan 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.

SECTION 7. <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.

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.

Title: 1571/101 2004/

Address: 26166 Rond

Attention: VICE-RESIDENT

Telex:

(Answerback

Telecopier:

THE BANK OF NOVA SCOTIA
as Agent

By

Title: Tanager Corporate Banking

Address: 44 Km Street (Next Intention: VICE-President

Telex:

(Answerback

Telex:

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Telex:

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Telecopier:

STERLING PULP CHEMICALS, LTD.

in the state of th

ATTACHMENT TO AGREEMENT (TRADE MARK)

TO THE SECURITY AGREEMENT BETWEEN

STERLING PULP CHEMICALS, LTD

AND

THE BANK OF NOVA SCOTIA

TRADE MARKS OWNED BY STERLING PULP CHEMICALS, LTD.

### ITEM A TENNECO CANADA INC.

#### TRADE MARKS

#### CANADA

Application No.	Registration No.	Trade Mark		
164,992	UCA 04224	ERCO		
293,908	149,674	ERCO		
293,945	146,709	ERCONA		
298,178	150,486	INNOVATION CENTRE		
333,073	176,320	R3		
369,636	204,700	ERCO & DESIGN		
370,010	200.473	ERCO		
372,620	202,216	R2		
372,621	207,568	R2H		
372,622	207.569	R3H		
372,623	207,570	R4		
372,624	202,217	R5		
373,885	204,646	erco & Design	•	
433,395	248,369	R6		
437,294	248,779	R7		
446,645	247,296	ERCODRILL	•	•
448,680 -	248,501	ERCOSAN		
458,782	256,566	ERCOPHOS	_	
461,695	259,352	R\$	20:	B
514,836	298,344	ERCO DESIGN	TRADEMARK	∞
514,837	297,329	ERCO	<b>3</b>	CO :
537,546	310,343	ERCO	*	<b>~</b>
537,547	312,791	erco & design	美:	<b></b>
666,432		R9		
666,907		QUIK FLOW		Ö
684,810		R10		96mm 889
654,B10		7/14		

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## TENNECO CANADA INC. TRADE MARKS

#### BRAZIL

Application No.	Registration No.	<u>Trade Mark</u>
760059551 816546053 816546045	•	ERCO R10 R10

### TENNECO CANADA INC. TRADE MARKS

CHILE

Application No.	Registration No.	Trade Mark	
196026	• .	R10	
196027	•	RIO	

### TENNECO CANADA INC. TRADE MARKS

INDONESIA

Application No.

Registration No.

Trade Mark

3714

ERCO RIO

REEL: 002582 FRAME: 0665

TENNECO CANADA INC. TRADE MARKS

REPUBLIC OF CHINA

Application No.

Registration No.

Trade Mark

92005403

ERCO RIO

TENNECO CANADA INC.

TRADE MARKS

SOUTH KOREA

Application No.

Registration No.

Trade Mark

91-36199 91-5658

RIO ERCO RIO

## TENNECO CANADA INC. TRADE MARKS

TAIWAN

Application No.	Registration No.	Trade Mark
8059261 500341	7	R10 R10

## TENNECO CANADA INC. TRADE MARKS

#### UNITED STATES

Application No.	Registration No.	Trade Mark
74/101,535		QUIK FLOW
74/101,534	τ	R9
74/194.313		R10
73/226,507	1,158,681	ERCO
73/226,508	1,158,682	ERCO & DESIGN
73/233.073	1,173,915	R3
73/544.837	1,410,146	R3H
73/535,035	1,440,437	R6
73/535,036	1,440,438	R7
73/535.037	1.440.439	Rå
73/535,059	1,440,440	R5
73/462,635	1,495,571	ERÇO
73/462,636	1,460,453	ERCO & DESIGN
73/544,970	1,385,716	ERCOCIDE
191 Santaria	70,060	ERCO

HARK

"ATTACHMENT A"

TOADEMADIA

#### PROVINCE OF ONTARIO

JUDICIAL DISTRICT OF YORK

on this 19th day of August, 1992 before me personally appeared Nurk 2005

the foregoing instrument on behalf of Sterling Pulp Chemical, Ltd., an Composition, who acknowledged that he signed his name thereto as a free act on behalf of said corporation with authority to do so.

PROVINCE OF ONTARIO

JUDICIAL DISTRICT OF YORK

on this 19th days of Accept the person who signed personally appeared the foregoing instrument on behalf of The Bank of Nova Scotia, a condical characteristic on behalf of said Bank with authority to do so.

RECORDED
PATENT AND TRADEMARK
OFFICE

FIG 25 592

TO MINE DE

TRADEMARK

CORDED: 12/04/2002