

MRD 2/3/05

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Detrex Corporation 24901 Northwestern Highway, Ste. 410 Southfield, MI 48075

2. Name and address of receiving party(ies) Name: Standard Federal Bank, N. A. Internal Address: Street Address: 2600 West Big Beaver Road City: Troy State: MI Zip: 48084

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

3. Nature of conveyance: Security Agreement Execution Date: 01/28/2005

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1922507, 1963128, 2195790, 0336256, 511678, 512841, 518115

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christina McClure Internal Address: Street Address: Latham & Watkins LLP 233 S. Wacker Drive, Suite 5800 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 440 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Christina McClure Name of Person Signing Signature Date January 2, 2005

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/04/2005 GTDN11 00000038 1922507

01 FC:8523 120.00 OP

01 FC:8521 40.00 OP 02 FC:8522 400.00 OP

TRADEMARK REEL: 003023 FRAME: 0192

Attachment to Trademarks Recordation Form Cover Sheet

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

B. Trademark Registration No.(s):

524335

525641

568435

0859908

0830853

0292020

0220486

2323899

596747

596746

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2005, by DETREX CORPORATION, a Michigan corporation ("Grantor"), in favor of STANDARD FEDERAL BANK, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Borrowers and other Loan Parties, and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to extend loans and other financial accommodations for the benefit of Borrowers the repayment of which is guaranteed by Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Loan Agreement.

2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing.

3 LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DETREX CORPORATION, as Grantor

By: Steven J. Quinlan
Name: Steven J. Quinlan
Title: Vice President, Finance, Chief
Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,
as Lender

By: _____
Name: _____
Title: _____

*[Signature Page to
the Detrex Trademark Security Agreement]*

CHN726575

**TRADEMARK
REEL: 003023 FRAME: 0195**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DETREX CORPORATION, as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,
as Lender

By: Allison Randall

Name: Allison Randall

Title: AUP

*[Signature Page to
the Detrex Trademark Security Agreement]*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Aqua-Vert	Registered	1922507	9/26/1995
Aquavert	Registered	1963128	3/19/1996
Aquavert	Registered in Mexico	514772 (Mexico)	1/25/1996
Ultramax	Registered	2195790	10/13/1998
Detrex	Registered	0336256	6/30/1936
Detrex	Registered	511678	6/28/1949
Detrex	Registered	512841	7/26/1949
Detrex	Registered	518115	11/29/1949
Detrex	Registered	524335	4/25/1950
Detrex	Registered	525641	5/20/1959
Detrex	Registered	568435	12/30/1952
Detron-D	Registered	0859908	11/12/2008
Perm-Ethane	Registered	0830853	6/27/1967
Perm-A-Clor	Registered	0292020	3/1/1932
Crown Design	Registered	0220486	11/9/1926
Detride	Registered	2323899	2/29/2000
Detride	Registered in Canada	TMA542178 (Canada)	3/12/2001
Detride	Registered in Mexico	623620 (Mexico)	9/21/1999

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CHV726575.1

TRADEMARK
REEL: 003023 FRAME: 0197

<u>Trademark</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Gyro (Stylized)	Registered	596747	10/12/1954
Soniclean (Stylized)	Registered	596746	10/12/1954

TRADEMARK APPLICATIONS – None

TRADEMARK LICENSES – None