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06-20-2003



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102479363

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

1. Name of conveying party(ies):

Ethyl Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Grant of Trademark Security Interest

Execution Date: April 30, 2003

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston, Cayman Islands Branch

Internal

Address:

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

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

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)

See Schedule I attached hereto.

B. Trademark Registration No.(s)

See Schedule I attached hereto.

Additional number(s) attached Yes No

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

Name: Jessica M. Kelley

Internal Address: O'Melveny & Myers LLP

Street Address: 30 Rockefeller Plaza

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- 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.

Jessica M. Kelley

Name of Person Signing

Signature

5/29/03

Date

Total number of pages including cover sheet, attachments, and document: 6

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

06/19/2003 ECDOPER 00000165 75651618

01 FC:852 40.00 DP 02 FC:852 250.00 DP

06/19/2003 ECDOPER 00000165 75651618

01 FC:852

**SCHEDULE I**

**ETHYL CORPORATION:  
PATENT APPLICATION AND REGISTRATION NUMBERS**

	<b>Current Trademark</b>	<b>Current Application No.</b>	<b>Current Registration No.</b>
1.	ETHYL MMT	75/651,618	2,451,699
2.	MMT	75/651,619	2,451,700
3.	MANGANUM	78/189,083	(not available)
4.	ETHYL	211994	0202275
5.	ETHYL	269871	0847795
6.	ETHYL & RECTANGULAR LOGO	333384	1239879
7.	ETHYL	211992	216141
8.	ETHYL	269872	0859520
9.	ETHYL	816125	0187410
10.	ETHONIC	543837	1426134
11.	ETHYLCEN	78/247,464	(not available)

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, ETHYL CORPORATION**, a Virginia corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of April 30, 2003 (said Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; the terms defined therein and not otherwise defined in Section 31 or elsewhere herein being used herein as therein defined) with the financial institutions listed therein as Lenders, Credit Suisse First Boston, Cayman Islands Branch, as administrative agent for Lenders (in such capacity, "**Secured Party**"), joint lead arranger and joint book running manager, UBS Warburg LLC, as syndication agent for Lenders, joint lead arranger and joint book running manager, and SunTrust Bank and LaSalle Bank National Association, as documentation agents for Lenders, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Agreement Counterparties**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of April 30, 2003 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in and lien on all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on

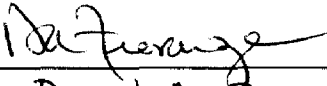
Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30<sup>th</sup> day of April, 2003.

**ETHYL CORPORATION**

By:   
Name: David A. Fiorenza  
Title: Vice President

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

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