

06-20-2003

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ▼U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102479338

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

1. Name of conveying party(ies):

Ethyl Petroleum Additives, Inc.

- ☐ 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 AvenueCity: 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. KelleyInternal Address: O'Melveny & Myers LLP

06/19/2003 EDCOOPER 00000168 357813

40.00 DP
100.00 DPStreet Address: 30 Rockefeller PlazaCity: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- ☒ 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

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. 20231TRADEMARK
REEL: 002760 FRAME: 0393

SCHEDULE I

**ETHYL PETROLEUM ADDITIVES, INC.:
PATENT APPLICATION AND REGISTRATION NUMBERS**

	Current Trademark	Current Application No.	Current Registration No.
1.	HITEC	357813	0973766
2.	HITEC	709519	1504472
3.	GREENBURN COMBUSTION TECHNOLOGY & DESIGN (IN COLOR)	75/022,335	2,062,264
4.	GREENBURN COMBUSTION TECHNOLOGY & DESIGN	74/703,725	2,049,847
5.	GREENBURN	75/139,133	2,069,846

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ETHYL PETROLEUM ADDITIVES, INC., a Delaware 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, Ethyl Corporation, a Virginia corporation ("**Borrower**"), 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 Borrower; and

WHEREAS, Borrower 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, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of April 30, 2003 (said Subsidiary Guaranty, 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 "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Hedge Agreements, including, without limitation, the obligation of Borrower to make payments thereunder in the event of early termination thereof; 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**"):

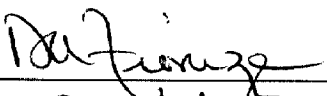
(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, 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 30th day of April, 2003.

ETHYL PETROLEUM ADDITIVES, INC.

By: 
Name: David A. Fiorenza
Title: Treasurer

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

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5.	GREENBURN	75/139,133	2,069,846

Grant of Trademark Security Interest
to Security Agreement
NY1:1444462

A-1

EXECUTION

RECORDED: 06/05/2003

**TRADEMARK
REEL: 002760 FRAME: 0398**