06-20-2003



EPARTMENT OF COMMERCE S. Patent and Trademark Office

Form PTO-1594 RECORE (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒⇒⇒

Name of conveying party(ies):

Bank of America, N.A.

General Partnership

Corporation-State Other

3. Nature of conveyance:

Security Agreement

Execution Date: April 30, 2003

A. Trademark Application No.(s)

See Schedule A attached hereto.

Jessica M. Kelley

Internal Address:\_

06/19/2008 ECDOPER 00000166 76033120

Street Address:

City: New York

9. Statement and signature.

copy of the original document. Jessica M. Kelley Name of Person Signing

02 FC:852E

Assignment

Individual(s)

102479341 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name: Ethyl Corporation Internal Address: Association Street Address: 330 South Fourth Street, PO Box 2189 Limited Partnership City: Richmond State: VA Individual(s) citizenship\_ Association\_ Additional name(s) of conveying party(ies) attached? The Yes I No General Partnership Limited Partnership □ Merger Corporation-State\_ Change of Name ☐ Other Other Release of Security Interest If assignee is not domiciled in the United States, a domestic representative designation is attached: 📮 Yes 📮 No (Designations must be a separate document from assignm Additional name(s) & address( es) attached? 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) See Schedule A attached hereto. ✓ Yes 

✓ No Additional number(s) attached 5. Name and address of party to whom correspondence 6. Total number of applications and 18 concerning document should be mailed: registrations involved: ..... 7. Total fee (37 CFR 3.41).....\$\,\\_465.00 O'Melveny & Myers LLP ✓ Enclosed Authorized to be charged to deposit account 8. Deposit account number: Zip: 10112 State: NY (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true

> Total number of pages including cover sheet, attachments, and document Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

### SCHEDULE A

# **United States Trademarks**

# **Pending Applications**

Mark	Application Serial No.	Filing Date
HIDOG	76/033,120	04/24/2000
THE ONE -CENT SOLUTION	75/931,660	02/29/2000
DII-3	75/269,978	09/25/1996

# Registered Marks

Mark	Registration No.	Registration Date
MMT	2,451,700	05/15/2001
ETHYL MMT	2,451,699	05/15/2001
ETHYL	1,239,879	05/31/1983
ETHYL	1,255,671	11/01/1983
ETHYL	859,520	11/05/1968
ETHYL	847,795	04/23/1968
ETHYL	847,798	04/23/1968
MLA	743,271	01/08/1963
TELMEL	731,055	05/08/1962
VISQUEEN	717,022	06/20/1961
MOTOR 33 MIX	711,652	02/21/1961
ETHYL	271,784	06/17/1930
ETHYL	202,275	08/18/1925
ETHYL	216,141	08/03/1926
ETHYL	187,410	08/05/1924

TRADEMARK REEL: 002760 FRAME: 0400

#### RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") dated as of April 30 \_\_\_\_\_, 2003, is made by BANK OF AMERICA, N.A., as Collateral Agent for

the Security Beneficiaries (as defined below)(in such capacity, the "Agent"), in favor of ETHYL

CORPORATION, a corporation incorporated under the laws of Virginia, having its principal

office at 330 South Fourth Street, Richmond, Virginia 23218-2189 (the "Obligor"), and provides

as follows:

WHEREAS, by a Grant of Security Interest agreement dated April 10, 2001 (the "Security Agreement"), by and among the Obligators party thereto and the Bank of America N.A., as Agent for the Banks referenced therein, a continuing security interest in and continuing lien upon the trademarks on attached Schedule A;

WHEREAS, the Agent was appointed as Collateral Agent for certain lenders (the "Banks") to hold all security granted by Ethyl Corporation and certain other agreements;

WHEREAS, pursuant to a Grant of Security Interest agreement dated April 10, 2001 (the "Security Agreement"), the Obligor granted to the Agent a security interest in the Obligor's entire right, title and interest in and to the United States of America trademark applications and registrations listed in <u>Schedule A</u> attached hereto and by reference made a part hereof, together with any and all licenses now or hereafter relating thereto and all royalty payments or rights to royalty payments now or hereafter arising therefrom (collectively, the "Trademarks"); and

WHEREAS, in connection with the repayment of the credit facilities, the Banks have authorized the Collateral Agent to release its security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent hereby agrees as follows:

TRADEMARK
REEL: 002760 FRAME: 0401

1. The Agent hereby releases the security interests granted to it by the Obligor pursuant to the Security Agreement in the Trademarks and reassigns to the Obligor any and all right, title and interest the Agent may have had in such Trademarks under the Security Agreement.

2. The Agent hereby authorizes the Obligor to file (i) termination statements relating to any financing statements filed in connection with the Security Agreement and (ii) a copy of this Release with the United States Patent and Trademark Office.

BANK OF AMERICA, N.A. as Collateral Agent

ву: \_

Name:

Title:

### **SCHEDULE A**

# **United States Trademarks**

# **Pending Applications**

Mark	Application Serial No.	Filing Date
HIDOG	76/033,120	04/24/2000
THE ONE -CENT SOLUTION	75/931,660	02/29/2000
DII-3	75/269,978	09/25/1996

# **Registered Marks**

Mark	Registration No.	Registration Date
MMT	2,451,700	05/15/2001
ETHYL MMT	2,451,699	05/15/2001
ETHYL	1,239,879	05/31/1983
ETHYL	1,255,671	11/01/1983
ETHYL	859,520	11/05/1968
ETHYL	847,795	04/23/1968
ETHYL	847,798	04/23/1968
MLA	743,271	01/08/1963
TELMEL	731,055	05/08/1962
VISQUEEN	717,022	06/20/1961
MOTOR 33 MIX	711,652	02/21/1961
ETHYL	271,784	06/17/1930
ETHYL	202,275	08/18/1925
ETHYL	216,141	08/03/1926
ETHYL	187,410	08/05/1924

3

23390.000016 RICHMOND 990834v1

**RECORDED: 06/05/2003** 

TRADEMARK REEL: 002760 FRAME: 0403