

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ethyl Petroleum Additives, Inc.		06/18/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	P.O. Box 4418
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30302
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0973766	HITEC
Registration Number:	1504472	HITEC
Registration Number:	2062264	GREENBURN COMBUSTION TECHNOLOGY
Registration Number:	2049847	GREENBURN COMBUSTION TECHNOLOGY
Registration Number:	2069846	GREENBURN
Serial Number:	78189083	MANGANUM
Serial Number:	78304656	THINK CLEAN, BURN GREEN
Serial Number:	78326917	TECGARD
Serial Number:	78338207	MANGANZIUM
Serial Number:	78338196	MANGANCIUM
Serial Number:	78393724	POWERGREEN
Serial Number:	78381137	AFTON CHEM
Serial Number:	78381152	AFTON CHEM
Serial Number:	78381164	AFTON CHEM
Serial Number:	78381180	AFTON CHEMICAL

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Serial Number:	78381191	AFTON CHEMICAL
Serial Number:	78381202	AFTON CHEMICAL
Serial Number:	78409307	AFTON CHEMICAL
Serial Number:	78409294	AFTON CHEMICAL
Serial Number:	78409315	AFTON CHEMICAL
Serial Number:	78421979	ROAD WARRIOR

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake
Address Line 1: 191 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	52990-015749
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NAME OF SUBMITTER:	Susan Lake
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Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 18, 2004, executed by ETHYL PETROLEUM ADDITIVES, INC., a Delaware corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Ethyl Corporation (the "Borrower"), the Lenders and Agent. Capitalized terms used in this Agreement shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and Agent have agreed to make certain financial accommodations to the Borrower;

WHEREAS, Borrower, Grantor and certain other Subsidiaries of Borrower have entered into a Security Agreement (the "Security Agreement"; capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement unless specifically defined herein.), pursuant to which Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property (as defined in the Security Agreement), including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, it is a condition precedent to the Credit Agreement that Grantor grant to Agent, for its benefit and the benefit of Lenders, a security interest in the Property (as herein defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), Grantor hereby grants and conveys a security interest to Agent, for its benefit and the benefit of the Lenders, in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, includ-

ing, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Agent with respect to the security interest in and collateral assignment of the Property made and 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.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Agent shall, at the expense of Grantor, execute and deliver to Grantor documents Grantor may reasonably request (but without recourse or warranty by Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) neither Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) Grantor shall forthwith advise Agent promptly in writing upon detection of infringements of any of the Property being used in Grantor's business and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Agent or any Lender may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Agent and the Lenders for all expenses incurred by such Agent or Lender, including attorneys' fees, actually incurred by Agent and the Lenders in protecting, defending and maintaining the Property.

7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE

EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

ETHYL PETROLEUM ADDITIVES, INC.,
a Delaware corporation

By: David A. Fiorenza
Name: David A. Fiorenza
Title: Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF VIRGINIA)
) ss.
~~CITY~~ COUNTY OF RICHMOND)


On this ____ day of June, 2004 before me personally appeared David A. Fiorenza, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Petroleum Additives, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires November 30, 2007
{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

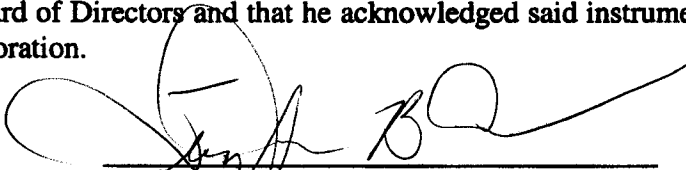
SUNTRUST BANK,
a Georgia banking corporation

By: 
Name: Michael Pugsley
Title: Director

ACKNOWLEDGMENT OF AGENT

STATE OF GA
COUNTY OF Richmond ss.

On this ____ day of June, 2004 before me personally appeared Michael Pugsley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SunTrust Bank, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

<u>COUNTRY</u>	<u>OWNER</u>	<u>MARK</u>	<u>APPL.N. NO.</u>	<u>REG.NO.</u>
USA	EPAI	MANGANUM	78/189,083	
USA	EPAI	THINK CLEAN, BURN GREEN	78/304,656	
USA	EPAI	TECGARD	78/326,917	
USA	EPAI	MANGANZIUM	78/338,207	
USA	EPAI	MANGANCIUM	78/338,196	
USA	EPAI	POWERGREEN	78/393,724	
USA	EPAI	HITEC	357813	0973766
USA	EPAI	HITEC	709519	1504472
USA	EPAI	GREENBURN COMBUSTION TECHNOLOGY & Design (in color)	75/022,335	2,062,264
USA	EPAI	GREENBURN COMBUSTION TECHNOLOGY & Design	74/703,725	2,049,847
USA	EPAI	GREENBURN	75/139,133	2,069,846
USA	EPAI	AFTON CHEM	78/381,137	
USA	EPAI	AFTON CHEM	78/381,152	
USA	EPAI	AFTON CHEM	78/381,164	
USA	EPAI	AFTON CHEM	78/381,180	
USA	EPAI	AFTON CHEM	78/381,191	
USA	EPAI	AFTON CHEM	78/381,202	
USA	EPAI	AFTON CHEM and Design	78/409,307	
USA	EPAI	AFTON CHEM and Design	78/409,294	
USA	EPAI	AFTON CHEM and Design	78/409,315	
USA	EPAI	ROADWARRIOR	78/421,979	