

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
General Chemical Industrial Products Inc.		05/27/2004	INC. ASSOCIATION:
General Chemical International Inc.		05/27/2004	INC. ASSOCIATION:
General Chemical (Soda Ash) Inc.		05/27/2004	INC. ASSOCIATION:
NHO Canada Holding Inc.		05/27/2004	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	HSBC Bank USA
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2288629	CAL-DRY
Registration Number:	2461116	CORGUARD
Registration Number:	2157563	CRYSTAL MELT
Registration Number:	2375642	THERMOCAL
Registration Number:	1022371	SUPER FLAKE

CORRESPONDENCE DATA

Fax Number: (212)715-8000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-715-7765

Email: cccaggiano@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

TRADEMARK

900012066

REEL: 002923 FRAME: 0062

CH \$140.00 2288629

ATTORNEY DOCKET NUMBER:	57963/7
NAME OF SUBMITTER:	Albert B. Chen
<p>Total Attachments: 6</p> <p>source=securityTM1#page1.tif</p> <p>source=securityTM1#page2.tif</p> <p>source=securityTM1#page3.tif</p> <p>source=securityTM1#page4.tif</p> <p>source=securityTM1#page5.tif</p> <p>source=securityTM1#page6.tif</p>	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 31, 2004 is made by each of the signatories hereto (collectively, the "Obligor"), in favor of HSBC BANK USA, as Collateral Agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of March 31, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among General Chemical Industrial Products Inc., a Delaware corporation (the "Borrower"), General Chemical Canada Ltd., a Canadian corporation (together with the Borrower, the "Borrowers"), each of the banks and other financial institutions from time to time party thereto (the "Banks"), HSBC Bank USA, as administrative agent and Canadian administrative agent for the Banks (in such capacity, the "Administrative Agent"), the Banks have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered a Guarantee and Security Agreement, dated as of March 31, 2004, in favor of the Collateral Agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor granted to the Collateral Agent for the benefit of the Administrative Agent and the Banks a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to make the Loans (as defined in the Credit Agreement) and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants to the Collateral Agent, for the ratable benefit of the Administrative Agent and the Banks, a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Obligor, or in which Obligor now has or at any time in the future may acquire, any right, title or interest, and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security of the prompt and complete payment and performance when due of the Borrower Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Administrative Agent and the Banks in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent, the Administrative Agent and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent, the Administrative Agent and the Banks with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

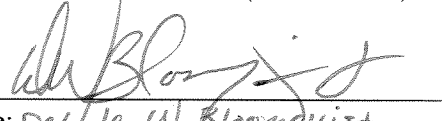
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


GENERAL CHEMICAL INDUSTRIAL PRODUCTS INC.

By: 
Name: Delyle W. Bloomquist
Title: President & CEO

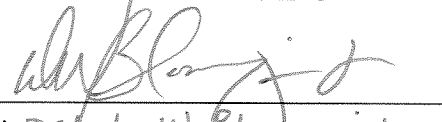
GENERAL CHEMICAL (SODA ASH) INC.

By: 
Name: Delyle W. Bloomquist
Title: President & CEO

GENERAL CHEMICAL INTERNATIONAL, INC.

By: 
Name: Delyle W. Bloomquist
Title: President & CEO

NHO CANADA HOLDING INC.

By: 
Name: Delyle W. Bloomquist
Title: President & CEO

HSBC BANK USA
as Collateral Agent

By: Stephen Ferrera
Name: **STEPHEN FERRERA**
Title: **VICE PRESIDENT**

STATE OF New York)
) ss
COUNTY OF New York)

On the 27th day of May, 2004, before me personally came Stephen Ferrera, who is personally known to me to be the Vice President of HSBC Bank USA, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.

Marcia Markowski

Notary Public

MARCIA MARKOWSKI
No. 24-01MA4761665
Notary Public, State of New York
Qualified in Kings County
Commission Expires

11-30-06

(PLACE STAMP AND SEAL ABOVE)

Schedule A

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date of Registration</u>
CAL-DRY	USA	2,288,629	10/26/99
CORGUARD	USA	2,461,116	6/19/01
CRYSTAL MELT	USA	2,157,563	5/12/98
THERMOCAL	USA	2,375,642	8/8/00
SUPER FLAKE	USA	1,022,371	10/14/95