

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
Velsicol Chemical Corporation		09/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	D.B. Zwirn Special Opportunites Fund, L.P., as agent
Street Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	594081	ADMEX
Registration Number:	594719	BENZOFLEX
Registration Number:	589148	HET
Registration Number:	2688574	PROBENZ
Registration Number:	1312860	V
Registration Number:	1278604	V
Registration Number:	1524055	VELATE
Registration Number:	2014941	VELSICOL
Registration Number:	1759320	VELSICURE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127562388
 Email: daniel.angel@srz.com

CH \$240.00 594081

Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (017962/0043)
Signature:	/SAS FOR DA/
Date:	09/29/2005

Total Attachments: 4
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SECURITY INTEREST GRANT
TRADEMARKS

WHEREAS, Velsicol Chemical Corporation, a Delaware corporation, with offices at 10400 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 ("Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated September 28, 2005 (as amended, restated, supplemented or otherwise modified as replaced from time to time, the "Security Agreement"), in favor of D.B. Zwirn Special Opportunities Fund, L.P., a Delaware limited partnership, with offices at 745 Fifth Avenue, 18th Floor, New York, New York 10151, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee and grants to the Grantee, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement), a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 28, 2005.

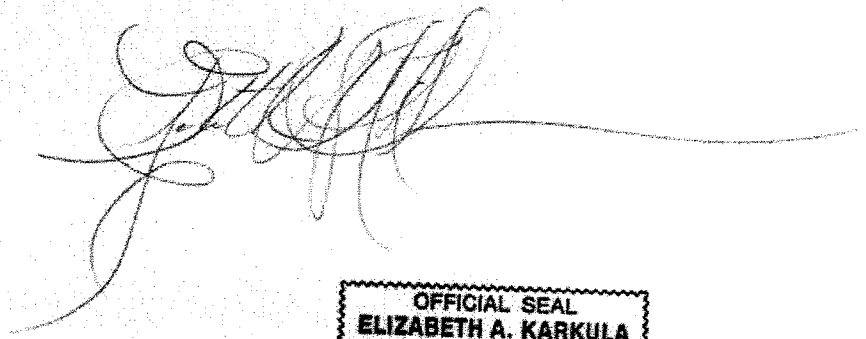
VELSICOL CHEMICAL CORPORATION

By: Lawrence M. Hartman
Name: LAWRENCE M. HARTMAN
Title: EXECUTIVE VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF COOK

On this 28th day of September, 2005, before me personally came LAWRENCE HARTMAN, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the EXECUTIVE VICE PRESIDENT of Velsicol Chemical Corporation, and that s/he executed the foregoing instrument in the firm name of Velsicol Chemical Corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



OFFICIAL SEAL
ELIZABETH A. KARKULA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-11-2007

SCHEDULE 1A TO SECURITY INTEREST GRANT TRADEMARKS

U.S. Trademarks

<u>Mark</u>	<u>Reg. No.</u>
ADMEX (Stylized)	594,081
BENZOFLEX	594,719
HET Design	589,148
PROBENZ	2,688,574
V (Logo only)	1,312,860
V (Logo only)	1,278,604
VELATE	1,524,055
VELSICOL	2,014,941
VELSICURE	1,759,320