

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENERAL CHEMICAL INDUSTRIAL PRODUCTS INC		01/23/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as collateral agent
Street Address:	425 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	NATIONAL BANKING ASSOCIATION:

**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: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2027216405  
 Email: CHRISTINE.WILSON@THOMSON.COM  
 Correspondent Name: CORPORATION SERVICES COMPANY  
 Address Line 1: 1133 AVENUE OF THE AMERICAS  
 Address Line 2: SUITE 3100  
 Address Line 4: NEW YORK, NEW YORK 10036

CH \$140.00 2288629

NAME OF SUBMITTER:	INGRID ARBUCKLE
Signature:	/INGRID ARBUCKLE/
Date:	02/03/2006
<b>Total Attachments: 4</b> source=general chem-hsbc bank tm term#page1.tif source=general chem-hsbc bank tm term#page2.tif source=general chem-hsbc bank tm term#page3.tif source=general chem-hsbc bank tm term#page4.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 23, 2006 is made by GENERAL CHEMICAL INDUSTRIAL PRODUCTS INC., a Delaware corporation (the "Obligor" or the "Borrower"), in favor of HSBC BANK USA, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, dated as of March 31, 2004, (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower, the banks and other financial institutions from time to time parties thereto (the "Banks"), HSBC Bank USA, National Association as administrative agent for the Banks (in such capacity, the "Administrative Agent"), the Banks have severally agreed to make term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Obligor has executed and delivered a Term Guarantee and Security Agreement, dated as of March 31, 2004, in favor of HSBC Bank USA, National Association, as the collateral agent (in such capacity, the "Collateral Agent") (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Term Security Agreement");

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

WHEREAS, on August 25, 2005, at the request of the Obligor, the Collateral Agent on behalf of the Administrative Agent and the Banks terminated and released the Liens created by the Term Security Agreement on the Collateral, including the security interest in all of the Obligor's Intellectual Property;

WHEREAS, on January 23, 2006, the Borrower, Banks and the Administrative Agent entered into pursuant to the Second Amendment to Term Loan Agreement, dated January 23, 2006 (the "Second Amendment"),

WHEREAS, in connection with the Second Amendment, the Obligor has executed and delivered a Supplement No. 1 to Term Guarantee and Security Agreement, dated as of January 23, 2006, in favor of the Collateral Agent (the "Supplement No. 1");

WHEREAS, pursuant to the Supplement No. 1, the Obligor, among other things, granted to the Collateral Agent for the benefit of the Administrative Agent and the Banks a security interest in all of the Obligor's 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 and other financial accommodations to the Borrower pursuant to the Loan 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 Loan Agreement and the Term Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the security interest granted by the Obligor pursuant to the Guarantee and Security Agreement, 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 the 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 Term Security Agreement, as supplemented, and is expressly subject to the terms and conditions thereof. The Term Security Agreement, as supplemented (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 Loan Agreement and the Term 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.

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:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

Name:

Title:

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>NAME</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CAL-DRY	USA	REGISTERED	2,288,629	10/26/99
CORGUARD	USA	REGISTERED	2,461,116	6/19/01
CRYSTAL MELT	USA	REGISTERED	2,157,563	5/12/98
THERMOCAL	USA	REGISTERED	2,375,642	8/8/00
SUPER FLAKE	USA	REGISTERED	1,022,371	10/14/95