

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dixie Holdings, Inc.		07/31/2006	CORPORATION: DELAWARE
Dixie Chemical Company, Inc.		07/31/2006	CORPORATION: DELAWARE
DX Oilfield Products, Inc.		07/31/2006	CORPORATION: DELAWARE
DX Pharma, Inc.		07/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1287536	SPAR
Registration Number:	0833876	CLS
Registration Number:	0585799	NADIC

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

Phone: 212-756-2388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

900058243

TRADEMARK
REEL: 003392 FRAME: 0705

CH \$90.00 1287536

ATTORNEY DOCKET NUMBER:	025983.0122
NAME OF SUBMITTER:	Daniel Angel, Esq. (025983.0122)
Signature:	/kc for da/
Date:	09/18/2006
Total Attachments: 6 source=Dixie Trademark Security Agreement#page1.tif source=Dixie Trademark Security Agreement#page2.tif source=Dixie Trademark Security Agreement#page3.tif source=Dixie Trademark Security Agreement#page4.tif source=Dixie Trademark Security Agreement#page5.tif source=Dixie Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 31st day of June, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, in its capacity as Agent for the Lender Group and the Bank Product Providers under the Credit Agreement referred to below (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, including all schedules and exhibits thereto, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, Dixie Holdings, Inc., a Delaware corporation ("Parent"), Dixie Chemical Company, Inc., a Delaware corporation ("Dixie Chemical"), and each of its Subsidiaries identified on the signature pages thereof as Borrowers (such Subsidiaries, together with Dixie Chemical, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group under the Credit Agreement are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers under the Credit Agreement, that certain Security Agreement dated as of July 31, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers under the Credit Agreement, this Trademark Security Agreement;

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

DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers under the Credit Agreement, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

all renewals of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations under the Credit Agreement and would be owed by Grantors, or any of them, to Agent, the Lender Group and the Bank Product Providers under the Credit Agreement, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers under the Credit Agreement, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.


AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


DIXIE HOLDINGS, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Louis J. Manetti
Title: President


DIXIE CHEMICAL COMPANY, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Louis J. Manetti
Title: President

DX OILFIELD PRODUCTS, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Louis J. Manetti
Title: President

DX PHARMA, INC.,
a Delaware corporation, as a Grantor

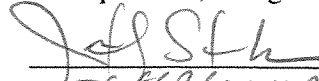
By: 
Name: Louis J. Manetti
Title: President

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By:

Name:

Title:


JEFFREY STANKEL
SENIOR VICE PRESIDENT

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003392 FRAME: 0711

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Registration No. (Serial No.)	Registration Date (Filing Date)	Current Owner	Comments
SPAR	1,287,536 (73/434,820)	July 31, 1984 (July 15, 1983)	Dixie Chemical Company, Inc.	Renewed in 2004; next renewal due in 2014
CLS	833,876 (72/250,257)	Aug. 22, 1967 (July 14, 1966)	Dixie Chemical Company, Inc.	Renewed in 1987; next renewal due in 2007
NADIC (Stylized)	585,799 (71/646,101)	Feb. 16, 1954 (April 29, 1953)	Dixie Chemical Company, Inc.	Renewed in 2004; next renewal due in 2014

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.