

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
Newmarket International, Inc.		09/26/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Agent		
Street Address:	One Boston Place		
Internal Address:	Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2864390	DELPHI	
Serial Number:	76285388	BUILDING GLOBAL HOSPITALITY	
Registration Number:	2689265	NETXCHANGE	
Registration Number:	2694720	N	
Registration Number:	2575678	E	
Registration Number:	2573219	DAYLIGHT ENTERPRISE	
Registration Number:	2364518	CCBREEZE	
Registration Number:	2362182	DELPHI MULTI-PROPERTY EDITION	
Registration Number:	2460564	GLOBAL SFA	
Registration Number:	2364517	FUNCTIONS BREEZE	
Registration Number:	2184633	CVBREEZE	
Registration Number:	2066526	DAYLIGHT	
Registration Number:	2348206	NEWMARKET	

CH \$340.00 2864390

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: One International Place

Address Line 2: Proskauer Rose LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751/006
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	09/27/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of September, 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 Provider (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 26, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Newmarket International, Inc., a Delaware corporation, and certain of its Subsidiaries that become "Borrowers" from time to time pursuant to the terms thereof, as borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower 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 Lender Group and the Bank Product Provider, that certain Security Agreement dated as of September 26, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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:

1. 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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"):

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

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

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

(e) 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.

3. SECURITY FOR 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 and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. 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 Provider, 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. 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.

6. 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 e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are

not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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.

NEWMARKET INTERNATIONAL, INC.

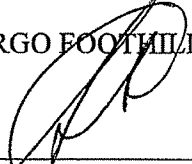
By: Kenneth J. Smaha
Name: Kenneth J. Smaha
Title: Secretary and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By



Name: Stephen Carl
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Newmarket International, Inc	USA	DELPHI	2,864,390	July 20, 2004
Newmarket International, Inc.	USA	BUILDING GLOBAL HOSPITALITY	76-285,388	July 13, 2001
Newmarket International, Inc.	USA	NETXCHANGE	2,689,265	February 18, 2003
Newmarket International, Inc.	USA	N and Design	2,694,720	March 11, 2003
Newmarket International, Inc.	USA	E and Design	2,575,678	June 4, 2002
Newmarket International, Inc.	USA	DAYLIGHT ENTERPRISE	2,573,219	May 28, 2002
Newmarket International, Inc	USA	CCBREEZE	2,364,518	July 4, 2000
Newmarket International, Inc.	USA	DELPHI MULTI- PROPERTY EDITION	2,362,182	June 27, 2000
Newmarket International, Inc.	USA	GLOBAL SFA	2,460,564	June 12, 2001
Newmarket International, Inc	USA	FUNCTIONS BREEZE	2,364,517	July 4, 2000
Newmarket International, Inc.	USA	NEWMARKET	2,348,206	May 9, 2000
Newmarket International, Inc	USA	CVBREEZE	2,184,633	August 25, 1998
Newmarket International, Inc	USA	DAYLIGHT	2,066,526	June 3, 1997

Newmarket International, Inc.	Community Trademarks	NETXCHANGE	2365740	March 10, 2004
Newmarket International, Inc.	Community Trademarks	N and design	2365294	December 12, 2002
Newmarket International, Inc.	Community Trademarks	E and design	2238236	May 25, 2001
Newmarket International, Inc.	Community Trademarks	DELPHI MULTI-PROPERTY EDITION	1461771	March 28, 2001
Newmarket International, Inc.	Community Trademarks	GLOBAL SFA	1461128	March 9, 2001
Newmarket International, Inc.	Community Trademarks	CCBREEZE	1462167	May 14, 2001
Newmarket International, Inc.	Community Trademarks	FUNCTIONS BREEZE	1460617	May 7, 2001
Newmarket Software Systems, Inc.	Community Trademarks	NEWMARKET	1031608	July 12, 2000

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Newmarket International, Inc.	USA	NETDATA ANALYSIS	78-282351	August 2, 2001
Newmarket International, Inc.	USA	NETDELPHI	76-257,227	May 15, 2001
Newmarket International, Inc.	USA	NETXCHANGE	76-252,083	February 18, 2003
Newmarket International, Inc.	USA	NETMETRO	76-251,783	May 4, 2001
Newmarket International, Inc.	USA	NET-LEAD	75-488,504	May 15, 1998

Trademark Licenses

None.