

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																											
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement																											
<b>CONVEYING PARTY DATA</b>																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Arr-Maz Custom Chemicals, Inc.</td> <td></td> <td>06/30/2006</td> <td>CORPORATION:</td> </tr> <tr> <td>Arr-Maz Products, L.P.</td> <td></td> <td>06/30/2006</td> <td>LIMITED PARTNERSHIP:</td> </tr> <tr> <td>Arrmaz Specialty Chemicals, Inc.</td> <td></td> <td>06/30/2006</td> <td>CORPORATION:</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Arr-Maz Custom Chemicals, Inc.		06/30/2006	CORPORATION:	Arr-Maz Products, L.P.		06/30/2006	LIMITED PARTNERSHIP:	Arrmaz Specialty Chemicals, Inc.		06/30/2006	CORPORATION:												
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<b>RECEIVING PARTY DATA</b>																												
Name:	UBS AG, Stamford Branch, as Collateral Agent																											
Street Address:	677 Washington Boulevard																											
City:	Stamford																											
State/Country:	CONNECTICUT																											
Postal Code:	06901																											
Entity Type:	Swiss Financial Institution:																											
<b>PROPERTY NUMBERS Total: 8</b>																												
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Serial Number:	78586855	AMCC																										
<b>CORRESPONDENCE DATA</b>																												
Fax Number: (202)756-9299 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 2122995600																												

CH \$215.00 1511392

Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: 31st Floor  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

10/17/2006

Total Attachments: 4

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## First Lien Trademark Security Agreement

**First Lien Trademark Security Agreement**, dated as of June 30, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), by ARR-MAZ CUSTOM CHEMICALS, INC., ARR-MAZ PRODUCTS, L.P. and ARMAZ SPECIALTY CHEMICALS, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a First Lien Security Agreement dated as of June 30, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (except, for the sake of clarity, to the extent any of the following constitutes Excluded Property):

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted to the extent a security interest is granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of each party with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent

shall otherwise determine. Nothing in this Trademark Security Agreement shall serve to limit, restrict, amplify or extend any rights of any party under the Security Agreement.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors (or their successors or assigns) an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement and take such other actions reasonably requested by the Pledgors (or their successors or assigns) to effect such release.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

ARR-MAZ CUSTOM CHEMICALS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ARR-MAZ PRODUCTS, L.P.

By: \_\_\_\_\_  
Name:  
Title:

ARRMAZ SPECIALTY CHEMICALS, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

	<b>Reg #</b>	<b>Registered Owner</b>
AD-HERE	1,511,392	Arr-Maz Products, L.P.
CUSTAMINE	2959237	Arr-Maz Custom Chemicals, Inc.
CUSTOFLOAT	2959236	Arr-Maz Custom Chemicals, Inc.
DUSTROL	1,537,152	Arr-Maz Products, L.P.
FIBERMATIC	2,362,589	Arr-Maz Products, L.P.
GALORYL	1,252,587	ArrMaz Specialty Chemicals, Inc.
ROAD OYL	2,638,423	Arr-Maz Products, L.P.

**Trademark Applications:**

<b>Trademark</b>	<b>Serial #</b>	<b>Registered Owner</b>
AMCC	78/586,855	Arr-Maz Custom Chemicals, Inc.