

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 Corporation		12/21/2006	CORPORATION: VIRGINIA
Afton Chemical Additives Corporation		12/21/2006	CORPORATION: VIRGINIA
Afton Chemical Canada Holdings, Inc.		12/21/2006	CORPORATION: VIRGINIA
Afton Chemical Corporation		12/21/2006	CORPORATION: DELAWARE
Afton Chemical Intangibles LLC		12/21/2006	LIMITED LIABILITY COMPANY: VIRGINIA
Afton Chemical Japan Holdings, Inc.		12/21/2006	CORPORATION: VIRGINIA
The Edwin Cooper Corporation		12/21/2006	CORPORATION: VIRGINIA
Ethyl Asia Pacific LLC		12/21/2006	LIMITED LIABILITY COMPANY: VIRGINIA
Ethyl Canada Holdings, Inc.		12/21/2006	CORPORATION: VIRGINIA
Ethyl Corporation		12/21/2006	CORPORATION: VIRGINIA
Ethyl Export Corporation		12/21/2006	CORPORATION: VIRGINIA
Ethyl Ventures, Inc.		12/21/2006	CORPORATION: VIRGINIA
InterAmerica Terminals Corporation		12/21/2006	CORPORATION: VIRGINIA
NewMarket Investment Company		12/21/2006	CORPORATION: VIRGINIA
NewMarket Services Corporation		12/21/2006	CORPORATION: VIRGINIA
Old Town LLC		12/21/2006	LIMITED LIABILITY COMPANY: VIRGINIA
Afton Chemical Asia Pacific LLC		12/21/2006	LIMITED LIABILITY COMPANY: VIRGINIA
Ethyl Interamerica Corporation		12/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	919 East Main Street
Internal Address:	22nd Floor
City:	Richmond

CH \$915.00 78670197

State/Country:	VIRGINIA
Postal Code:	23219
Entity Type:	Georgia Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	78670197	A PASSION FOR SOLUTIONS
Serial Number:	78670203	A PASSION FOR SOLUTIONS
Registration Number:	3106848	A PASSION FOR SOLUTIONS
Registration Number:	3136572	AFTON CHEMICAL
Registration Number:	3121557	AFTON CHEMICAL
Registration Number:	3059527	AFTON CHEMICAL
Registration Number:	3118062	AFTON CHEMICAL
Registration Number:	3112750	AFTON CHEMICAL
Registration Number:	3127682	AFTON CHEMICAL
Serial Number:	78934010	BIOTEC
Serial Number:	78883708	BIOTEC ADDITIVE SOLUTIONS
Serial Number:	78933980	BIOTEC PERFORMANCE ADDITIVE SOLUTIONS
Registration Number:	0202275	ETHYL
Registration Number:	0847795	ETHYL
Registration Number:	0216141	ETHYL
Registration Number:	0859520	ETHYL
Registration Number:	0187410	ETHYL
Registration Number:	1239879	ETHYL
Registration Number:	3036742	ETHYL CORPORATION
Registration Number:	2451699	ETHYL MMT
Registration Number:	2908626	ETHYL X-CHANGE
Registration Number:	2069846	GREENBURN
Registration Number:	2049847	GREENBURN COMBUSTION TECHNOLOGY
Registration Number:	2062264	GREENBURN COMBUSTION TECHNOLOGY
Registration Number:	0973766	HITEC
Registration Number:	1504472	HITEC
Registration Number:	2451700	MMT
Serial Number:	78359500	NEW MARKET
Serial Number:	78837449	NEWMARKET

Serial Number:	78837482	NEWMARKET
Serial Number:	78393724	POWERGREEN
Serial Number:	78326917	TECGARD
Registration Number:	3073615	THINK GREEN, BURN CLEAN
Serial Number:	78833182	TIGARD
Registration Number:	3111589	X-CHANGE
Serial Number:	78481145	CHANGING...FOR A CHANGING WORLD

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4045722611
Email: vfitzpatrick@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree Street
Address Line 2: Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30045

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/S/ Vandy F. Fitzpatrick
Date:	02/19/2007

Total Attachments: 24
source=TSA#page1.tif
source=TSA#page2.tif
source=TSA#page3.tif
source=TSA#page4.tif
source=TSA#page5.tif
source=TSA#page6.tif
source=TSA#page7.tif
source=TSA#page8.tif
source=TSA#page9.tif
source=TSA#page10.tif
source=TSA#page11.tif
source=TSA#page12.tif
source=TSA#page13.tif
source=TSA#page14.tif
source=TSA#page15.tif
source=TSA#page16.tif
source=TSA#page17.tif
source=TSA#page18.tif
source=TSA#page19.tif
source=TSA#page20.tif
source=TSA#page21.tif
source=TSA#page22.tif
source=TSA#page23.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2006 (this "Agreement"), executed by the parties signatory hereto (each a "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders and Agent. Capitalized terms used in this Agreement shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Revolving Credit Agreement, the Lenders have agreed to continue to make available a senior revolving credit facility and a letter of credit sub-facility in favor of the Borrower, which is an amendment and restatement of that certain Amended and Restated Credit Agreement dated as of June 18, 2004 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of June 18, 2004, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement, dated as of November 15, 2004, as further amended by that certain Third Amendment to Amended and Restated Credit Agreement, dated as of June 17, 2005 and as further amended by that certain Fourth Amendment to Amended and Restated Credit Agreement, dated as of December 5, 2006, the "Existing Credit Agreement"), Lenders have agreed to make Loans to, and establish a letter of credit facility for the benefit of, Borrower;

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Second Amended and Restated Security Agreement (the "Security Agreement") pursuant to which Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property of Grantor, including, without limitation, (a) all of Grantor's Trademarks, whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses, whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, in order to secure the "Obligations", as defined in the Existing Credit Agreement (the "Existing Obligations"), the Grantors executed in favor of the Administrative Agent for the benefit of the Administrative Agent, the issuing bank and the lenders party to the Existing Credit Agreement that certain Trademark Security Agreement, dated as of June 18, 2004, (the "Existing Trademark Security Agreement") and pursuant to the terms thereof granted

to Agent, for the benefit of itself and the lenders party to the Existing Credit Agreement, a security interest in and security title to the “Intellectual Property” as defined therein;

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, the parties hereto agree that the Existing Trademark Security Agreement is hereby amended and restated as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), Grantor hereby grants and conveys a security interest to Agent, for its benefit and the benefit of the Lenders, in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and

wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Agent with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Agent shall, at the expense of Grantor, execute and deliver to Grantor documents Grantor may reasonably request (but without recourse or warranty by Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

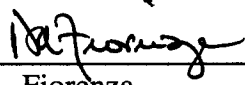
6. Grantor further agrees that (a) neither Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in

the Credit Agreement and the Security Agreement, (b) Grantor shall forthwith advise Agent promptly in writing upon detection of infringements of any of the Property being used in Grantor's business and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Agent or any Lender may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Agent and the Lenders for all expenses incurred by such Agent or Lender, including attorneys' fees, actually incurred by Agent and the Lenders in protecting, defending and maintaining the Property.

7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

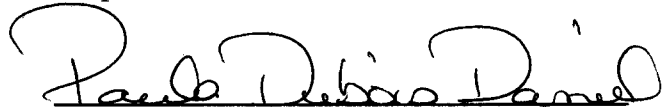
NEWMARKET CORPORATION,
a Virginia corporation

By: 
Name: David A. Fiorenza
Title: Vice President, Treasurer & Principal
Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond

On this 21st day of December, 2006 before me personally appeared David A. Fiorenza, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NewMarket Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

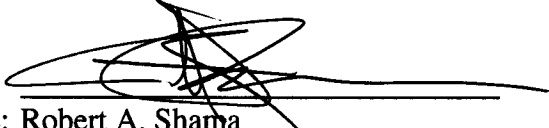

Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

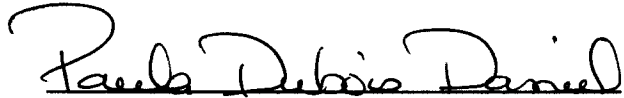
AFTON CHEMICAL ADDITIVES CORPORATION,
a Virginia corporation

By: 
Name: Robert A. Shama
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Robert A. Shama, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Additives Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
Comm. Exp: 7-31-2010

{seal}

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

**AFTON CHEMICAL CANADA HOLDINGS,
INC.,**

a Virginia corporation

By: 

Name: Robert A. Shama

Title: Vice President

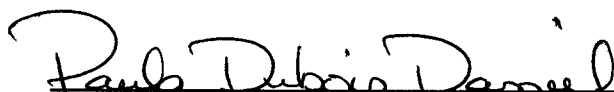
ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)

ss.

COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Robert A. Shama, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Canada Holdings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

comm. exp: 7-31-2010

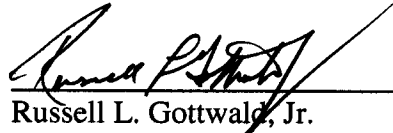
{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003483 FRAME: 0505

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

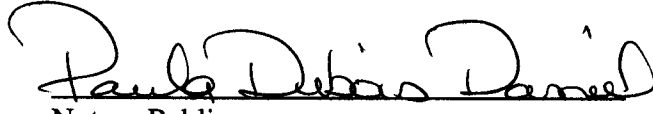
ETHYL EXPORT CORPORATION,
a Virginia corporation

By: 
Name: Russell L. Gottwald, Jr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia
)
COUNTY OF Richmond ss.

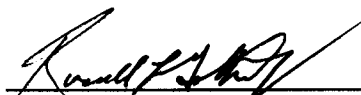
On this 24 day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Export Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
Comm. Exp. 7-31-2010

{seal}

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

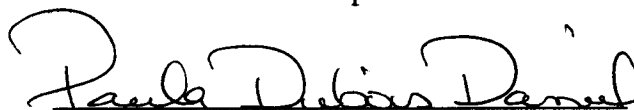
**INTERAMERICA TERMINALS
CORPORATION,**
a Virginia corporation

By: 
Name: Russell L. Gottwald, Jr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
)
COUNTY OF Richmond) ss.

On this 2nd day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Interamerica Terminals Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
Comm Exp: 7-31-2010

{seal}

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

NEWMARKET SERVICES CORPORATION,
a Virginia corporation

By: *David A. Fiorenza*
Name: David A. Fiorenza
Title: Vice President and Principal Financial
Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared David A. Fiorenza, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NewMarket Services Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Paula Debora Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

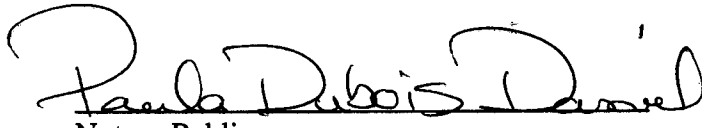
OLD TOWN LLC,
a Virginia limited liability company

By: 
Name: Bruce R. Hazelgrove, III
Title: Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia
COUNTY OF Richmond ss.

On this 21st day of December, 2006 before me personally appeared Bruce R. Hazelgrove, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Old Town LLC, who being by me duly sworn did depose and say that he is an authorized manager of said company, that the said instrument was signed on behalf of said company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said company.

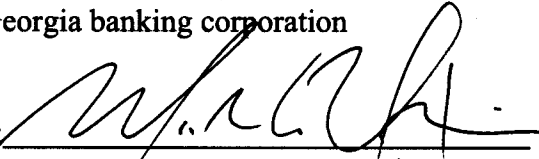

Notary Public
Comm. Exp. 7-31-2010

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003483 FRAME: 0519


SUNTRUST BANK,
a Georgia banking corporation

By: 
Name: Mark A. Flatin
Title: Managing Director

ACKNOWLEDGMENT OF AGENT

STATE OF Virginia)
 ^{city}) ss.
~~COUNTY OF~~ Richmond)

On this 20 day of December, 2006 before me personally appeared Mark Flatin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SunTrust Bank, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Trademark and Service Mark Registrations

Schedule I

TRADEMARKS

<u>Mark Name</u>	<u>Status</u>	<u>Curr App No</u>	<u>Curr Reg No</u>
A PASSION FOR SOLUTIONS	Filed	78/670,197	
A PASSION FOR SOLUTIONS	Filed	78/670,203	
A PASSION FOR SOLUTIONS	Registered	78/670,213	3,106,848
AFTON CHEMICAL	Registered	78/381,180	3,136,572
AFTON CHEMICAL	Registered	78/381,191	3,121,557
AFTON CHEMICAL	Registered	78/381,202	3,059,527
AFTON CHEMICAL & Design	Registered	78/409,307	3,118,062
AFTON CHEMICAL & Design	Registered	78/409,294	3,112,750
AFTON CHEMICAL & Design	Registered	78/409,315	3,127,682
BIOTEC & Design	Filed	78/934,010	
BIOTEC ADDITIVE SOLUTIONS	Filed	78/883,708	
BIOTEC PERFORMANCE ADDITIVE SOLUTIONS	Filed	78/933,980	
ETHYL	Registered	211994	202275
ETHYL	Registered	269871	0847795
ETHYL	Registered	211992	216141
ETHYL	Registered	269872	0859520
ETHYL	Registered	816125	187410
ETHYL & Rectangular Logo	Registered	333384	1239879
ETHYL CORPORATION & Design	Registered	78/404,674	3,036,742
ETHYL MMT	Registered	75/651,618	2,451,699
ETHYL X-CHANGE	Registered	78/322,621	2,908,626
GREENBURN	Registered	75/139,133	2,069,846
GREENBURN COMBUSTION	Registered	74/703,725	2,049,847
GREENBURN COMBUSTION TECHNOLOGY & DESIGN(IN COLOR)	Registered	75/022,335	2,062,264
HITEC	Registered	357813	0973766
HITEC	Registered	709519	1504472
MMT	Registered	75/651,619	2,451,700
NEW MARKET	Filed	78/359,500	
NEWMARKET	Filed	78/837,449	
NEWMARKET & Design	Filed	78/837,482	
POWERGREEN	Filed	78/393,724	
TECGARD	Filed	78/326,917	
THINK GREEN, BURN CLEAN	Registered	78/606,071	3073615
TIGARD	Filed	78/833,182	
X-CHANGE	Registered	78/605,795	3,111,589
A PASSION FOR SOLUTIONS	Registered	78/670,213	3,106,848
A PASSION FOR SOLUTIONS	Published	78/670,197	
AFTON CHEMICAL and Design	Published	78/381,202	3,059,527
AFTON CHEMICAL and Design	Published	78/409,307	3,118,062
AFTON CHEMICAL and Design	Published	78/409,315	3,127,682
CHANGING. . .FOR A CHANGING WORLD	Published	78/481,145	
TIGARD	Published	78/833,182	

TRADEMARK

RECORDED: 02/19/2007

REEL: 003483 FRAME: 0521