TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Titan Specialties, Ltd.		03/13/2007	LIMITED PARTNERSHIP: TEXAS
TSI Acquisition Holdings LLC		03/13/2007	LIMITED LIABILITY COMPANY:
TSI Acquisition LLC		03/13/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Credit Suisse, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3035553	BOUNTYHUNTER
Registration Number:	3037962	GUNSLINGER
Registration Number:	3092487	OUTLAW
Registration Number:	2438432	PROSPECTOR
Registration Number:	3035555	RENEGADE
Registration Number:	3119291	SPECTRA
Registration Number:	2967514	TITAN
Registration Number:	2653975	TITAN COMPLETION PRODUCTS, LTD.
Registration Number:	1959966	TITAN SPECIALTIES, INC.
Registration Number:	2901041	TITAN SPECIALTIES, LTD.

CH $265.00 3035553

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 838328
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/06/2007

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Titan Specialties, Ltd., a Texas limited partnership (herein referred to as the "***Grantor***") owns the Trademark Collateral (as defined below);

WHEREAS, TSI Acquisition Holdings LLC ("***Holdings***"), TSI Acquisition LLC (the "***Borrower***"), the Lenders party thereto, and Credit Suisse, as collateral agent (in such capacity, the "***Collateral Agent***") and administrative agent, are parties to a First Lien Credit Agreement dated as of March 13, 2007 (as amended from time to time, the "***Credit Agreement***"); and

WHEREAS, pursuant to (i) a First Lien Collateral Agreement dated as of March 13, 2007 (as amended and/or supplemented from time to time, the "***Collateral Agreement***") among Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto and Credit Suisse as Collateral Agent for the Secured Parties referred to therein (in such capacity, the "***Grantee***"), and (ii) certain other Security Documents (including this First Lien Trademark Security Agreement), the Grantor has secured certain of its obligations (the "***Secured Obligations***") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "***Trademark Collateral***"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified on Schedule 1 hereto).

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The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this First Lien Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This First Lien Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of March, 2007.

TITAN SPECIALTIES, LTD.

By: TITAN GP, LLC,
its general partner

By: _____
Name: Jerry C. Wilson
Title: Executive Vice President and
Chief Financial Officer

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: _____
Name: JOHN D. TORONTO
Title: DIRECTOR

RANKA MOHAN
VICE PRESIDENT

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Schedule 1 to the First Lien Trademark Security Agreement

TRADEMARK/TRADE NAMES OWNED BY TITAN SPECIALTIES, LTD.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
BOUNTYHUNTER	27 September 2005	3035553
GUNSLINGER	3 January 2006	3037962
OUTLAW	16 May 2006	3092487
PROSPECTOR	27 March 2001	2438432
RENEGADE	27 December 2005	3035555
SPECTRA	25 July 2006	3119291
TITAN (Stylized)	12 July 2005	2967514
TITAN COMPLETION PRODUCT, LTD.	26 November 2002	2653975
TITAN SPECIALTIES, INC.	5 March 1996	1959966
TITAN SPECIALTIES, LTD.	9 November 2004	2901041

Non-U.S. Trademark Registrations

Country	Mark	Reg. Date	Reg. No.
Canada	BOUNTYHUNTER	20 September 2005	648518
Canada	GUNSLINGER	15 September 2005	648123
Canada	OUTLAW	14 September 2005	648073
Canada	PROSPECTOR	13 March 2003	TMA577479
Canada	RENEGADE	15 September 2005	648146
Canada	SPECTRA	20 September 2005	648530

U.S. Trademark Applications, Non-U.S. Trademark Applications, Trade Names:

None.