

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
Millennium Inorganic Chemicals Inc.		05/15/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as Administrative Agent		
Street Address:	One HSBC Center		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2889535	FERRICA	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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 # 977022		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

TRADEMARK

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CH \$40.00 2889535

Date:

07/03/2007

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Millennium Inorganic Chemicals Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Cristal Inorganic Chemicals US, Inc. (the "**Borrower**"), Cristal Inorganic Chemicals Limited ("**Holdings**"), Cristal Inorganic Chemicals UK Limited ("**CIC UK**"), the Lenders party thereto, and HSBC Bank USA, National Association, as Administrative Agent and LC Issuing Bank, are parties to a First Lien Credit Agreement dated as of May 15, 2007 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a First Lien Security Agreement dated as of May 15, 2007 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, Holdings, CIC UK, the Lien Grantors party thereto and HSBC Bank USA, National Association, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), (ii) the Guarantee described in the Security Agreement and (iii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien 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 Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee, a continuing security interest in all of the Lien 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 Security Agreement) owned by the Lien 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; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien 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 Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien 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 Lien 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 Lien 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 Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien 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 Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herei

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark
Security Agreement to be duly executed by its officer thereunto duly authorized
as of the 15th day of May, 2007

MILLENNIUM INORGANIC CHEMICALS
INC.

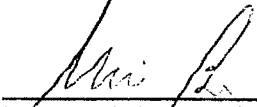
By: _____

Name: Stephen Ward

Title: Director/Secretary

Acknowledged:

HSBC BANK USA, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Michael Bieber
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

MILLENNIUM INORGANIC CHEMICALS INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
FERRICA	2,889,535	9/28/04

U.S. TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None