

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
Arr-Maz Custom Chemicals, Inc.		08/07/2008	CORPORATION: DELAWARE
ArrMaz Specialty Chemicals, Inc.		08/07/2008	CORPORATION: DELAWARE
Arr-Maz Products, L.P.		08/07/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
Internal Address:	6th Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1511392	AD-HERE
Registration Number:	1537152	DUSTROL
Registration Number:	2362589	FIBERMATIC
Registration Number:	3265918	AMCC
Registration Number:	2959237	CUSTAMINE
Registration Number:	2959236	CUSTOFLOAT
Registration Number:	1252587	GALORYL
Serial Number:	77261613	CUSTOFLOC
Serial Number:	77103307	WARMGRIP

CORRESPONDENCE DATA

900113304

TRADEMARK
REEL: 003831 FRAME: 0501

OP \$240.00 1511392

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0476
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NAME OF SUBMITTER:	Zeynep Gieseke
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Signature:	/zg/
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Date:	08/07/2008
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2008, by ARR-MAZ PRODUCTS, L.P, a Delaware limited partnership, ARR-MAZ CUSTOM CHEMICALS, INC., a Delaware corporation and ARMAZ SPECIALTY CHEMICALS, INC., a Delaware corporation (each individually, a “Grantor”, and, collectively, the “Grantors”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the 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 Grantor hereby pledges and grants to the 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 Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent 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.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

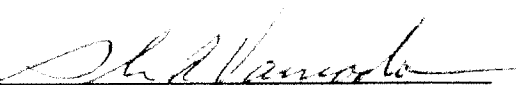
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

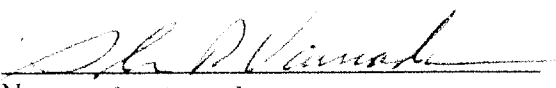
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARR-MAZ PRODUCTS, L.P


By: Arr-Maz Management Company, its General
Partner

By: 
Name: Glen Varnadoe
Title: Chief Executive Officer

ARR-MAZ CUSTOM CHEMICALS, INC.

By: 
Name: Glen Varnadoe
Title: Chief Executive Officer

ARRMAZ SPECIALTY CHEMICALS, INC.


By: 
Name: Glen Varnadoe
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:



Name: **Kathleen R. Hockman**
Title: **Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Arr-Maz Products, L.P.	1,511,392	AD-HERE
Arr-Maz Products, L.P.	1,537,152	DUSTROL
Arr-Maz Products, L.P.	2,362,589	FIBERMATIC
Arr-Maz Custom Chemicals, Inc.	3,265,918	AMCC
Arr-Maz Custom Chemicals, Inc.	2,959,237	CUSTAMINE
Arr-Maz Custom Chemicals, Inc.	2,959,236	CUSTOFLOAT
ArrMaz Specialty Chemicals, Inc.	1,252,587	GALORYL

Trademark Applications:

OWNER	SERIAL NUMBER	TRADEMARK
Arr-Maz Products, L.P.	77/261613	CUSTOFLOC
Arr-Maz Products, L.P.	77/103,307	WARMGRIP