

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tronox LLC	FORMERLY Kerr-McGee Chemical LLC	08/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lehman Commercial Paper Inc.		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0769354	TRONOX	
Registration Number:	0651632	TRONA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)236-0822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-220-8184		
<b>Email:</b>	ho_ipdocketing@akingump.com		
<b>Correspondent Name:</b>	Richard A. Schafer		
<b>Address Line 1:</b>	1111 Louisiana		
<b>Address Line 2:</b>	44th Floor		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	005431.0029		
<b>NAME OF SUBMITTER:</b>	Richard A. Schafer		
<b>Signature:</b>	/Richard A. Schafer/		

CH \$65.00 0769354

Date:

08/21/2008

**Total Attachments: 4**

source=TrademarkSA#page1.tif

source=TrademarkSA#page2.tif

source=TrademarkSA#page3.tif

source=TrademarkSA#page4.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2008, by Tronox LLC, formerly known as Kerr-McGee Chemical LLC (the "*Grantor*"), in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "*Administrative Agent*") for the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 28, 2005, as amended by First Amendment dated as of March 12, 2007, as further amended by Second Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of February 8, 2008, and as further amended by Third Amendment to Credit Agreement and Second Amendment to Guarantee and Collateral Agreement dated as of July 17, 2008, (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Tronox Worldwide LLC (the "*Borrower*"), Tronox Incorporated, the Lenders, Lehman Brothers Inc. and Credit Suisse, as joint lead arrangers and joint book runners, the Administrative Agent and the other agents party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of November 28, 2005, as amended by Second Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of February 8, 2008, and as further amended by Third Amendment to Credit Agreement and Second Amendment to Guarantee and Collateral Agreement dated as of July 17, 2008, among the Borrower, the Grantor and the other entities listed on the signature pages thereto, in favor of the Administrative Agent (the "*Security Agreement*"), the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Specified IP Rights now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, and the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

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

**Section 2 Grant of Security Interest in Trademark Collateral.** The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in all of its Specified IP Rights including the following property (the "*Trademark Collateral*") now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and

complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) all of its Specified IP Rights that constitute trademarks, service marks, certification marks, trade names, brand names, trade dress, logos, business and product names, slogans, and registrations and applications for registration and licenses thereof to which it is a party, including those referred to on Schedule I hereto;

(b) all renewals of the foregoing; and

(c) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future infringement of any of the foregoing or licenses thereof.

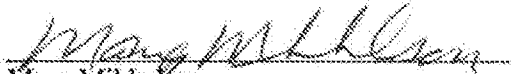
**Section 3 Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and 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 WITNESS WHEREOF, the 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.

Very truly yours,

TRONOX LLC

By:

  
Mary Mikkelsen  
Senior Vice President and  
Chief Financial Officer

MJE



Schedule I  
to  
Trademark Security Agreement

REGISTERED TRADEMARK

<u>Trademark Description</u>	<u>U.S. Trademark Serial No.</u>
Tronox (Word)	769,354
Trona (Word)	651,632