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
General Chemicals Industrial Products Inc.		12/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Standard Chartered Bank
Street Address:	1 Aldermanbury Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 7SB
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2157563	CRYSTAL MELT
Registration Number:	1557636	GCH

CH $65.00 2157563

CORRESPONDENCE DATA

Fax Number: (703)760-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-760-7700
Email: trademark-dc@mofo.com
Correspondent Name: Andrew N. Spivak
Address Line 1: 1650 Tysons Boulevard
Address Line 2: Suite 400
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	10032-190

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Andrew N. Spivak
Signature:	/Andrew N. Spivak/
Date:	12/12/2008

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 12th day of December, 2008, between General Chemicals Industrial Products Inc., a Delaware corporation (the "Grantor"), and Standard Chartered Bank, as administrative agent for the Lenders referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor, certain financial institutions as lenders (the "Lenders") and the Agent are parties to a Credit Agreement dated as of November 17, 2008 (as amended, modified, renewed or extended from time to time, the "Credit Agreement");

WHEREAS, the Grantor and the Agent have entered into a Security Agreement dated as of November 17, 2008 (the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the other Lender Parties, the security interests hereinafter provided to secure the obligations of the Grantor described below.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Lenders to enter into the Credit Agreement and to make extension of credit to the Borrowers thereunder, the Grantor hereby agree as follows:

Accordingly, the parties hereto agree as follows:

Section 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Intellectual Property Collateral" means the following properties and assets owned or held by the Borrower or in which the Borrower otherwise has any interest, now existing or hereafter acquired or arising:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as described in Schedule I), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship (including the copyrights and copyright applications described in Schedule I), all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described in Schedule I), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates, catalogs, internet websites, and internet domain names and associated URL addresses;

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by the Borrower connected with and symbolized by any of the aforementioned properties and assets; and

(vi) all accounts, all other proprietary rights, all other intellectual or other similar property and all other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

"Lender Parties" means the Agent, the Lenders and the counterparties to the Swap Contracts entered into in connection with the Hedging Letter.

"Proceeds" means all proceeds, as such term is defined in Section 9-102 of the UCC.

"Secured Obligations" means all indebtedness, liabilities and other obligations of the Borrower to the Lender Parties, whether created under, arising out of or in connection with the Credit Agreement, the Notes or any of the other Loan Documents or otherwise, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Credit Agreement and all other amounts payable by the Borrower to the Lender Parties thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become

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due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against any Credit Party of any Insolvency Proceeding naming any such Person as the debtor in such proceeding.

"Supporting Obligations" means all supporting obligations, as such term is defined in Section 9-102 of the UCC.

Section 2. Grant of Security Interest in Intellectual Property Collateral. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants to the Agent, for itself and on behalf of and for the ratable benefit of the Lender Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of its Intellectual Property Collateral (as set forth on Schedule I hereto), wherever located and whether now existing or owned or hereafter acquired or arising and all money, all products and Proceeds of any and all of the foregoing, and all Supporting Obligations of any and all of the Intellectual Property Collateral (as set forth on Schedule I hereto).

Section 3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral 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.

Section 4. Authorization To Supplement. Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new intellectual property of the Grantor, which becomes part of the Intellectual Property Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY INTELLECTUAL PROPERTY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

GENERAL CHEMICAL INDUSTRIAL PRODUCTS INC.

By: _____
Name:
Title:

THE AGENT

STANDARD CHARTED BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature Page to Patent and Trademark Security Agreement

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

GENERAL CHEMICAL INDUSTRIAL PRODUCTS INC.

By: _____
Name:
Title:

THE AGENT

STANDARD CHARTED BANK

By: _____
Name: FELIPE MACIA A2739
Title: DIRECTOR
SYNDICATIONS, AMERICAS

By: _____
Name:
Title: STEVE ALQUPIS A2388
MANAGING DIRECTOR
CAPITAL MARKETS

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SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

PATENT	COUNTRY	PATENT NUMBER	DATE OF GRANT OR ISSUANCE
CORROSION INHIBITED CALCIUM CHLORIDE SOLIDS AND BRINE SOLUTIONS	USA	5,840,207	11/24/1998
CORROSION INHIBITED CALCIUM CHLORIDE SOLIDS AND BRINE SOLUTION	USA	5,935,487	8/10/1999
CORROSION INHIBITED CHLORIDE SALT COMPOSITIONS	USA	6,616,739	9/9/2003
APPARATUS AND METHOD FOR SLURRYING SODA ASH	USA	4,538,921	9/3/1985
WET CALCINATION OF ALKALI METAL BICARBONATES IN HYDROPHOBIC MEDIA	USA	4,743,439	5/10/1988
RECOVERY OF SODIUM CARBONATE VALUES FROM CONTAMINATED DILUTE SODA ASH STREAMS	USA	4,869,882	9/26/1989
PREPARATION OF HIGH BULK DENSITY ANHYDROUS SODIUM CARBONATE	USA	4,738,836	4/19/1988
APPRATUS AND METHOD FOR TRANSFER AND SLURRYING OR DISSOLVING HYDRATABLE DRY BULK CHEMICALS	USA	4,884,925	12/5/1989

PATENT	COUNTRY	PATENT NUMBER	DATE OF GRANT OR ISSUANCE
ONCE-PIECE CRAWLER PAD	USA	5,186,526	2/15/1993
HYDRAULIC ALIGNER DEV FOR FLEX CONTIN. TRAM MINING MACHINE	USA	5,123,709	6/23/1992
TENSIONING CAR FOR FLEXIBLE CONTINUOUS TRAM	USA	5,190,147	3/2/1993
ELEVATED ROADWAY FOR CONTINUOUS HAULAGE UNIT	USA	5,108,153	4/28/1992
APPARATUS AND METHOD FOR TRANSFERRING DRY BULK MATERIALS HAVING AN IMPROVED LOADING PAN	USA	5,269,636	12/14/1993
APPARAUS AND METHOD FOR TRNSFERRING DRY BULK MATERIALS HAVING AN IMPROVED UNLOADING ADAPTER	USA	5,195,851	3/23/1993
CONYEYOR BELT EMERGENCY STOP INDICATOR LIGHT SYTEM	USA	5,263,570	11/23/1993
AUTOMATIC FLUSHING APPRATUS FOR A HYDRATOR	USA	5,447,394	9/5/1995
SODIUM CARBONATE RECOVERY FROM WASTE STREAMS AND IMPOUNDED SODIUM CARBONATE DECAHYDRATE DEPOSITS	USA	Application No. 10/831,859	Filed 4/26/2004

PATENT	COUNTRY	PATENT NUMBER	DATE OF GRANT OR ISSUANCE
AUTOMATIC WATER FLUSHING METHOD FOR A HYDRATOR	USA	5,549,422	8/27/1996
WATER REMOVAL FROM SOLID PRODUCTS AND APPARATUS THEREFOR	USA	5,636,449	6/10/1997
METHOD OF WEIGHING RAILROAD CARS WITHOUT UNCOUPLING THEM	USA	6,075,212	6/13/2000
METHOD OF PRODUCING MODIFIED SODIUM CARBONATE CRYSTALS FOR THE PRODUCTION OF SODIUM BICARBONATE	USA	6,270,740	8/7/2001
METHOD FOR PRODUCING ENHANCED SODIUM CARBONATE CRYSTALS FOR MAKING SODIUM BICARBONATE	USA	6,667,021	12/23/2003

COPYRIGHTS

COUNTRY	COPYRIGHT	REGISTRATION NO.	REGISTRATION DATE
None.	None.	None.	None.

TRADEMARK REGISTRATIONS, SERVICE MARKS AND TRADE NAMES

NAME	COUNTRY	STATUS	REG. NO.	REG. DATE
CRYSTAL MELT	USA	REGISTERED	2,157,563	5/12/1998*
GCH	USA	REGISTERED	1,557,636	9/26/1989

*This mark pertains to a discontinued product (calcium chloride).

Schedule 1 to Patent and Trademark Security Agreement

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