

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Porocel International, LLC		11/10/2009	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2601265	ACTICAT	
Registration Number:	3566865	POROCEL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(513)381-0205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-381-2838		
Email:	bayliss@taftlaw.com		
Correspondent Name:	Linda D. Bayliss, paralegal		
Address Line 1:	425 Walnut Street		
Address Line 2:	Suite 1800		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	SB500 GN121		
NAME OF SUBMITTER:	Linda D. Bayliss, paralegal		
Signature:	/Linda D. Bayliss, paralegal/		

CH \$65.00 2601265

**TRADEMARK**

Date:

11/12/2009

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of November 10, 2009 by and among each of the Persons listed on the signature pages hereof under the captions "Borrowers" and "Guarantors" (such Persons so listed being collectively the "Grantors" and individually each a "Grantor"), and U.S. Bank National Association, a national banking association ("Lender").

### RECITALS

A. Pursuant to (i) that certain Loan Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between Lender and Borrowers, and (ii) that certain Guaranty dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") by and among the Guarantors in favor of Lender, Lender is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to make financial accommodations to Borrowers as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver this Trademark Security Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement and the Loan Agreement, as applicable.

#### 2. GRANT OF SECURITY INTEREST AND LIEN IN TRADEMARK COLLATERAL

(a) Each Grantor, in order to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations owed by such Grantor, hereby grants to Lender a continuing security interest and Lien in and right to set off against any and all right, title and interest of such Grantor in and to the following, whether now owned or owned, acquired or arising hereafter (collectively, the "Trademark Collateral"):

(i) all of its Trademarks, and all licenses of Trademarks to which it is a

party, including those referred to on **Schedule I** hereto (provided that no security interest shall be granted in US 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) to the extent not included in the definition of "Trademarks" (as defined in the Intellectual Property Security Agreement), all applications for registration, registrations, renewals, reissues or extensions of the foregoing or pertaining thereto;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license of a Trademark; and

(iv) to the extent not otherwise included, all proceeds and products of and from the foregoing, including any claim by such Grantor against third parties for past, present or future (x) infringement or dilution of any Trademark or license of a Trademark, (y) injury to the goodwill associated with any Trademark or any license of a Trademark, or (z) royalties from any license of a Trademark.

(b) Anything contained in this Trademark Security Agreement to the contrary notwithstanding, the term "**Trademark Collateral**" shall not include any Trademark or license of a Trademark that is held by any Grantor, as a licensee, to the extent that: (i) as a result of the grant of a security interest or Lien therein, such Grantor's rights in or with respect to such asset would be forfeited or such Grantor would be deemed to have breached or defaulted under the applicable license or other agreement; and (ii) any such restriction is effective and enforceable under applicable law, including after giving full effect to Section 9-408 of the UCC; provided, however, that the term "**Trademark Collateral**" still shall include (y) any and all proceeds of such Trademarks and licenses of Trademarks, and (z) such Trademarks and licenses of Trademarks at any time that the restrictions in the license or other agreement are no longer effective or enforceable (including as a result of the exercise of an option to purchase or the repayment of the secured financing) or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest and Lien in and to such Trademark or license of such Trademark in favor of Lender.

(c) Each Grantor and Lender, hereby acknowledge and agree that the security interest and Lien created hereby in the Trademark Collateral (i) constitutes continuing collateral security for all of the Obligations of each Grantor, whether now existing or hereafter arising and (ii) is not to be construed as an assignment or sale of any Trademarks or licenses of Trademarks.

### **3. APPOINTMENT OF LENDER AS ATTORNEY-IN-FACT.**

(a) Each Grantor hereby irrevocably constitutes and appoints Lender 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 such Grantor or in its name, from time to time, in Lender's discretion, to take with respect to the Trademark Collateral any and

all appropriate action which such 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.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Obligations remain outstanding or any Loan Document in respect of the Obligations is in effect. Lender shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to Lender in this Trademark Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. Lender shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact.

4. **AGREEMENT BY GRANTOR NOT TO ASSIGN OR ENCUMBER ANY OF THE TRADEMARK COLLATERAL.** Except to the extent permitted in the Intellectual Property Security Agreement or the Loan Agreement, each 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 foregoing Trademark Collateral.

5. **SECURITY AGREEMENT.** The rights, Liens and security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens and security interests granted to Lender, pursuant to the Intellectual Property Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest and Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict, the Intellectual Property Security Agreement shall control.

6. **RECORDATION.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, worldwide, record this Trademark Security Agreement.

7. **GOVERNING LAW; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION; VENUE.** UNLESS OTHERWISE PROVIDED IN ANY LOAN DOCUMENT, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT REFERENCE TO CONFLICTS OF LAW RULES. THE PROVISIONS OF THE LOAN AGREEMENT RELATING TO WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION, AND VENUE ARE HEREBY INCORPORATED BY REFERENCE HEREIN.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

THE BORROWERS:

ALUCHEM, INC.

By:   
Name: William A. Kist  
Title: Vice President, Finance and Chief Financial Officer


ALUCHEM OF JACKSON, INC.

By:   
Name: William A. Kist  
Title: Vice President, Finance and Chief Financial Officer

POROCEL INDUSTRIES, LLC


By:   
Name: William A. Kist  
Title: Vice President and Chief Financial Officer

CATALYST RECOVERY OF LOUISIANA, LLC

By:   
Name: William A. Kist  
Title: Executive Vice President and Chief Financial Officer

**THE GUARANTORS:**


**ALUCHEM OF LITTLE ROCK, LLC**

By:   
Name: William A. Kist  
Title: Vice President, Finance and Chief  
Financial Officer


**POROCEL INTERNATIONAL, LLC**

By:   
Name: William A. Kist  
Title: Executive Vice President, Chief  
Operating Officer and Chief Financial Officer

**POROCEL HOLDINGS, INC.**

By:   
Name: William A. Kist  
Title: Vice President of Finance and Chief  
Financial Officer

**ALUCHEM COMPANIES, INC.**

By:   
Name: William A. Kist  
Title: Vice President, Finance and Chief  
Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**U.S. BANK NATIONAL ASSOCIATION**

By:   
Name: John M. Langenderfer  
Title: Senior Vice President

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
Porocel International, LLC	U.S.	2901265	1/27/2009

***POROCCEL***

Porocel International, LLC	U.S.	3566865	7/30/2002
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**actiCAT**

Porocel International, LLC - Unregistered Marks:

Porocel Adsorbents, Catalysts & Services

OptiCAT