

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
AllChem Industries Holding Corporation		12/22/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2465646	ALLCHEM	
Registration Number:	2543374	POOL ZYME	
Registration Number:	2507823	SPA ZYME	
Registration Number:	2725276	ALLCHEM INDUSTRIES	
Registration Number:	2725275		
Registration Number:	3060672	PACIFICLEAR	
Registration Number:	2919630	FOCUS	
Registration Number:	3181875	SWIM BEST	
Registration Number:	3726321	SURETY	
Registration Number:	3654159	CLOR MOR	
Registration Number:	2275749	CLOR MOR	
Serial Number:	77766346	HORIZON WATER CARE SYSTEMS	

CH \$315.00 2465646

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-523-5300
Email: sls@phrd.com
Correspondent Name: Steven L. Schaaf, Paralegal
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689.70
NAME OF SUBMITTER:	Mitchell M. Purvis
Signature:	/MMP/
Date:	12/29/2009

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made and entered into on December 22, 2009, among **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"); and **ALLCHEM INDUSTRIES HOLDING CORPORATION**, a Florida corporation ("Holding"), **ALLCHEM C CORP HOLDING, INC.** a Delaware corporation ("Holding-DE"), **ALLCHEM PERFORMANCE PRODUCTS, L.P.**, a Texas limited partnership ("Products"), and **CFR PACKAGING, INC.** (successor by merger to AllChem Industries Water Treatment Group, Inc.), a Florida corporation ("CFR," Holding, Holding-DE, Products and CFR are referred to herein individually as a "Company" and collectively as the "Companies"), each having a place of business at 6010 NW First Place, Gainesville, Florida 32607.

Recitals:

The Companies desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated as of December 22, 2009, (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Companies, Lender, and certain subsidiaries and affiliates of the Companies.

Lender is willing to make loans and other financial accommodations to the Companies from time to time, pursuant to the terms of the Loan Agreement, provided that each Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitment; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against the Companies and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of its respective portion of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Lender that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Such Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of its registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to such Company and the Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Companies in the regular and ordinary course of the Companies' business as presently conducted and for reasonable and customary compensation, and no Company shall become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Company shall give to Lender prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to any Company, each of which the Companies hereby expressly waive, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the applicable Company, which right such Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in

connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Companies (it being the intent of Companies and Lender that Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Companies **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Base Rate Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Companies shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Companies' reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Companies have determined that such trademark application or trademark is no longer necessary or material to the conduct of their business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Companies shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at Companies' expense, and Companies agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Companies and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Each Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

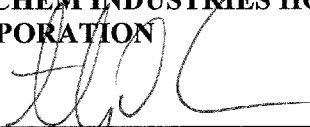
22. To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank-signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

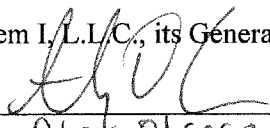
COMPANIES:

ALLCHEM INDUSTRIES HOLDING CORPORATION

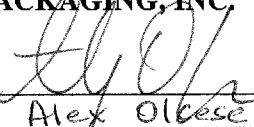
By: 
Name: Alex Olcese
Title: President

ALLCHEM PERFORMANCE PRODUCTS, L.P.

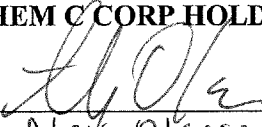
By: AllChem I, L.L.C., its General Partner

By: 
Name: Alex Olcese
Title: Manager

CFR PACKAGING, INC.

By: 
Name: Alex Olcese
Title: President

ALLCHEM C CORP HOLDING, INC.

By: 
Name: Alex Olcese
Title: President

LENDER:

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.

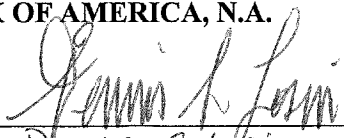


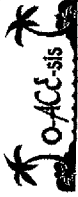
By: 
Name: Dennis S. Losin
Title: Senior Vice President


EXHIBIT A

Trademarks and Trademark Applications


Case Number	Country	Trademark	Status	App. No.	Filing Date:	Reg. No.	Reg. Date:	Classes/Goods	Recorded Owner Name
087204.00002	US	ALLCHEM	Registered	76/061,837	02-Jun-2000	2,465,646	03-Jul-2001	1: Water purifying chemicals for swimming pools. 35: Distributorship services in the field of chemicals. 36: Broker services in the purchase and sale of bulk chemicals.	Allechem Industries Holding Corporation
087204.00003	US	POOL ZYME	Registered	75/785,988	26-Aug-1999	2,543,374	26-Feb-2002	1: organic catalyst for use in spa water treatment.	Allechem Industries Holding Corporation
087204.00004	US	SPA ZYME	Registered	75/792,451	25-Aug-1999	2,507,823	13-Nov-2001	1: organic catalyst for use in spa water treatment.	Allechem Industries Holding Corporation
087204.00005	CN	ALLCHEM	Registered	2000175274	13-Nov-2000	1736056	28-Mar-2002	1: Water purifying chemicals for swimming pools	Allechem Industries Holding Corporation
087204.00006	CN	ALLCHEM	Registered	2000175276	13-Nov-2000	1945412	28-Aug-2002	36: Broker services in the purchase and sale of bulk chemicals	Allechem Industries Holding Corporation
087204.00007	CN	ALLCHEM	Registered	2000175275	13-Nov-2000	1946169	21-Aug-2002	42: Distributorship services in the field of chemicals	Allechem Industries Holding Corporation

Case Number	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Classes/Goods	Recorded Owner Name
087204.00008	SG	ALLCHEM	Registered	T01/00587F	12-Jan-2001	T01/00587F	12-Jan-2001	1: Water purifying chemicals for swimming pools and industrial chemicals. 1: Water purifying chemicals for swimming pools. 35: Distributorship services in the field of chemicals. 36: Broker services in the purchase and sale of bulk chemicals.	Allchem Industries Holding Corporation
087204.00009	US		Registered	76/231,565	27-Mar-2001	2,725,276	10-Jun-2003	1: Water purifying chemicals for swimming pools. 35: Distributorship services in the field of chemicals. 36: Broker services in the purchase and sale of bulk chemicals.	Allchem Industries Holding Corporation
087204.00010	US		Registered	76/231,564	27-Mar-2001	2,725,275	10-Jun-2003	1: complete line of water treatment chemicals for swimming pools and spas.	Allchem Industries Holding Corporation
087204.00014	US	O-ACE-SIS	Registered	76/408,258	13-May-2002	2,952,317	17-May-2005	: complete line of water treatment chemicals for water treatment use in swimming pools and spas.	Allchem Industries Water Treatment Group, Inc.
087204.00016	US		Registered	76/408,256	13-May-2002	2,931,215	08-Mar-2005	: Complete line of water treatment products and chemicals for water treatment use.	Allchem Industries Water Treatment Group, Inc.
087204.00017	US	BROMPLUS	Registered	76/408,259	13-May-2002	2,782,939	11-Nov-2003	: Chemicals used to sanitize and to treat water, swimming pools, spas, hot tubs, ponds and lakes; chemical analysis kit for testing swimming pools,	Allchem Industries, Inc.
087204.00020	US	PACIFICLEAR	Registered	76/538,029	14-Aug-2003	3,060,672	21-Feb-2006		

Case Number	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Classes/Goods	Recorded Owner Name
087204.00021	US	FOCUS	Registered	76/538,026	14-Aug-2003	2,919,630	18-Jan-2005	spas, hot tubs, ponds and lakes	Allchem Industries Inc.
								1: Chemicals used to sanitize and to treat water, swimming pools, spas, hot tubs, ponds and lakes; chemical analysis kit for testing swimming pools, spas, hot tubs, ponds and lakes I: water treatment chemicals for use in swimming pools and spas; chelating/sequestering chemicals for controlling metals in swimming pools and spas; water purifying and clarifying chemicals for use in swimming pools and spas. 5: disinfectants, algacides and sanitizers for swimming pools and spas. 11: water purification units for swimming pools and spas; units for dispensing chemicals into swimming pools and spas at a predetermined rate of dispersion; units for dispensing chlorine, water clarification chemicals into swimming pools and spas; units for dispensing carbon dioxide into swimming pools and spas; swimming pool water cleaning and filtering units; units for circulating water in swimming pools and spas;	
087204.00025	US	VANTAGE	Registered	75/091,545	19-Apr-1996	2,069,228	10-Jun-1997		Allchem Performance Products, LP

Case Number	Country	Trademark	Status	App. No.	Filing Date:	Reg. No.	Reg. Date:	Classes/Goods	Recorded Owner Name
087204.00026	US	SWIM BEST	Registered	78/613,061	20-Apr-2005	3,181,875	05-Dec-2006	and units for generating ozone in swimming pools and spas. I: Chemicals used to sanitize and to treat water, swimming pools, spas, hot tubs, ponds and lakes; chemical analysis kit for testing swimming pools, spas, hot tubs, ponds and lakes. I: chemicals used to sanitize and to treat water in swimming pools, spas, hot tubs and lakes; chemical analysis kit for testing swimming pools, spas, hot tubs, ponds and lakes.	Allchem Industries Holding Corporation
087204.00027	US	 National Water Solutions	Registered	78/888,289	19-May-2006	3,383,219	12-Feb-2008	I: Water treatment chemicals for use in swimming pools and spas; chelating/sequestering chemicals for controlling metals in swimming pools and spas; water purifying and clarifying chemicals for use in swimming pools and spas I1: Water purification units for swimming pools and spas; units for dispensing chemicals into swimming pools and spas at a predetermined rate of dispersion; units for dispensing chlorine, water clarification chemicals into swimming pools and spas; units for dispensing carbon dioxide into swimming	Allchem Performance Products LP
087204.00030	NZ	ALLCHEM	Registered	787008	04-Apr-2008	787008	09-Oct-2008		Allchem Industries Holding Corporation

Case Number	Country	Trademark	Status	App. No.	Filing Date:	Reg. No.	Reg. Date:	Classes/Goods	Recorded Owner Name
								pools and spas; swimming pool water cleaning and filtering units; units for circulating water in swimming pools and spas; and units for generating ozone in swimming pools and spas	
								1: Water treatment chemicals for use in swimming pools and spas; chelating/sequestering chemicals for controlling metals in swimming pools and spas; water purifying and clarifying chemicals for use in swimming pools and spas 11: Water purification units for swimming pools and spas; units for dispensing chemicals into swimming pools and spas at a predetermined rate of dispersion; units for dispensing chlorine, water clarification chemicals into swimming pools and spas; units for dispensing carbon dioxide into swimming pools and spas; swimming pool water cleaning and filtering units; units for circulating water in swimming pools and spas; and units for generating ozone in swimming pools and spas	Allchem Industries Holding Corporation
087204.00031	AU	ALLCHEM	Registered	1233217	02-Apr-2008	1233217	02-Apr-2008		
087204.00032	AU	VANTAGE	Registered	1233218	02-Apr-2008	1233218	02-Apr-2008		Allchem Industries Holding Corporation

Case Number	Country	Trademark:	Status	App. No.	Filing Date:	Reg. No.	Reg. Date:	Classes/Goods	Recorded Owner Name
								chemicals for controlling metals in swimming pools and spas; water purifying and clarifying chemicals for use in swimming pools and spas 11: Water purification units for swimming pools and spas; units for dispensing chemicals into swimming pools and spas at a predetermined rate of dispersion; units for dispensing chlorine, water clarification chemicals into swimming pools and spas; units for dispensing carbon dioxide into swimming pools and spas; swimming pool water cleaning and filtering units; units for circulating water in swimming pools and spas; and units for generating ozone in swimming pools and spas	
087204.00033	US	SURETY	Published	77/544,510	12-Aug-2008	3726321	15-Dec-2009	1: complete line water treatment chemicals for use in swimming pools and spas.	Allchem Industries Holding Corporation
087204.00037	US	CLOR MOR	Registered	77/639,071	23-Dec-2008	3,654,159	14-Jul-2009	1: water purifying chemicals for swimming pools; waste water treatment chemicals for industrial use.	Allchem Industries Holding Corporation
087204.00038	US		Mark to be Abandoned	75/461,511	27-Mar-1998	2,275,749	07-Sep-1999	1: water purifying chemicals for swimming pools; waste water treatment chemicals for industrial use.	Allchem Industries Holding Corporation

Case Number	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Classes/Goods	Recorded Owner Name
087204.00040	US	HORIZON WATER CARE SYSTEMS	Published	77766,346	23-Jun- 2009			1: water treatment chemicals, namely, chlorine tablets. 9: mechanical devices, namely, dispensers and feeders of water treatment tablets.	Allchem Industries Holding Corporation