

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		03/01/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Dixie Chemical Company, Inc.		
Street Address:	10601 Bay Area Blvd.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77507		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0833876	CLS	
Registration Number:	1287536	SPAR	
CORRESPONDENCE DATA			
Fax Number:	(713)229-7958		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-229-4058		
Email:	houtmdpt@bakerbotts.com		
Correspondent Name:	Reagan Harris Fibbe		
Address Line 1:	910 Louisiana		
Address Line 2:	Baker Botts L.L.P.		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	006709.0131		
NAME OF SUBMITTER:	Reagan Harris Fibbe		
Signature:	/Reagan Harris Fibbe/		

CH \$65.00 0833876

Date:

03/04/2010

Total Attachments: 6

source=DXOilfieldWFFConsent#page1.tif

source=DXOilfieldWFFConsent#page2.tif

source=DXOilfieldWFFConsent#page3.tif

source=DXOilfieldWFFConsent#page4.tif

source=DXOilfieldWFFConsent#page5.tif

source=DXOilfieldWFFConsent#page6.tif

CONSENT AND PARTIAL RELEASE

CONSENT AND PARTIAL RELEASE, dated as of March 1, 2010 (this "Consent"), to the Credit Agreement, dated as of July 31, 2006, as amended by Waiver and Consent and First Amendment, dated as of January 11, 2008, the Second Amendment, dated as of June 10, 2008, the Waiver and Consent and Third Amendment, dated as of February 9, 2009, and the Fourth Amendment and Waiver, dated as of July 2, 2009 (as so amended, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the lenders identified on the signature pages thereof (the "Lenders"), Wells Fargo Foothill, Inc., a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), Dixie Holdings, Inc., a Delaware corporation ("Parent"), Dixie Chemical Company, Inc., a Delaware corporation ("Dixie Chemical"), and each of Dixie Chemical's Subsidiaries identified on the signature pages thereof as Borrowers (such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers").

WITNESSETH:

WHEREAS, Borrowers have informed Agent and the Lenders that DX Oilfield Products, Inc. ("DX Oilfield") desires to sell (the "Sale") the (i) Purchased Assets (as defined in the Purchase Agreement referred to below) and (ii) the "CLS" trademark (US Reg. No. 833,876), "SPAR" trademark (US Reg. No. 1,287,536) and "CL-CLS" trademark (the "Trademarks") to DX Investments, LLC for a purchase price in an aggregate amount of at least \$250,000 pursuant to the Asset Purchase Agreement (the "Purchase Agreement") attached hereto as Exhibit A; and

WHEREAS, Borrowers have requested that Agent and the Lenders consent to the Sale, release Agent's Liens on the Purchased Assets and the Trademarks upon the consummation of the Sale and waive any Event of Default that would otherwise arise under the Credit Agreement as a result of a breach of Section 6.4 of the Credit Agreement solely by reason of the consummation of the Sale, in each case subject to the terms and conditions set forth in this Consent.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Definitions. Any capitalized term used herein and not defined herein shall have the meaning assigned to it in the Credit Agreement.

2. Waiver and Consent.

(a) Pursuant to Borrowers' request and in reliance upon the representations of the Loan Parties described herein, but subject to the satisfaction of the conditions and covenants set forth in Section 3 hereof, in accordance with the Credit Agreement, Agent and the Required Lenders hereby (i) consent to the Sale, (ii) without recourse and without any representation or warranty of any kind, express or implied, effective upon consummation of the Sale, terminate and release any and all Liens in favor of Agent in the Purchased Assets and the Trademarks to the extent actually sold by DX Oilfield, and (iii) waive any Event of Default that would

otherwise arise under the Credit Agreement as a result of a breach of Section 6.4 of the Credit Agreement solely by reason of the consummation of the Sale, in each case provided that 100% of the Net Cash Proceeds from the Sale are applied to prepay the outstanding principal amount of the Term Loan. The Loan Parties hereby release Agent and the Lenders from any duty, liability or obligation (if any) under any Loan Document in respect of the Purchased Assets or the Trademarks.

(b) Except as expressly provided in Section 2(a) hereof, Agent and the Lenders have not waived, and are not waiving, any other Default or Event of Default that may exist on the date hereof or any other Default or Event of Default that may occur after the date hereof, and nothing contained herein shall be deemed to constitute any such waiver. No action or acquiescence by Agent or any Lender, including, without limitation, the acceptance of any payments under the Credit Agreement or the making of any Advance shall be deemed to constitute any such waiver. Until such time as Agent and the Lenders agree in writing to a waiver of such Defaults or Events of Default, there shall be no such waiver. This Consent is without prejudice to, and Agent, on behalf of itself and the Lenders, fully and expressly reserves, any and all of the rights, powers, privileges and remedies of Agent and the Lenders under the Credit Agreement and the other Loan Documents, at law, in equity or otherwise regarding any other Default or Event of Default that may exist. No delay by Agent or any Lender in exercising such rights or remedies shall be deemed or constitute any waiver of any such rights or remedies.

(c) The waiver and consent in this Section 2 shall be effective only in this specific instance and for the specific purposes set forth herein and do not allow for any other or further departure from the terms and conditions of the Credit Agreement or any other Loan Document, which terms and conditions shall continue in full force and effect. Agent's and the Required Lenders' granting of such waiver and consent shall not be construed as an indication that any future waiver of the Credit Agreement or any other provision of the Loan Documents will be consented to, it being understood that the granting or denying of any waiver or consent which may hereafter be requested by Borrowers remains in the sole and absolute discretion of the Required Lenders or the Lenders, as the case may be. The release of Liens set forth in this Section 2 shall apply only to the Purchased Assets and the Trademarks and does not allow for the release of Lien on any other Collateral. Agent's Liens on all other Collateral shall remain in full force and effect.

3. Conditions. This Consent shall be effective as of the date hereof (the "Consent Effective Date"), subject to the fulfillment, in a manner satisfactory to Agent, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties contained herein, in the Credit Agreement (after giving effect to the waivers and consents set forth herein) and in each other Loan Document and certificate or other writing delivered to Agent or any Lender pursuant hereto on or prior to the Consent Effective Date shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Consent Effective Date as though made on and as of such date, except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall be true and correct in all material

respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such date).

(b) No Event of Default. After giving effect to Section 2 hereof, no Default or Event of Default shall have occurred and be continuing on the Consent Effective Date, or result from this Consent becoming effective in accordance with its terms.

(c) Delivery of Documents. Agent shall have received a counterpart of this Consent that bears the signatures of the Loan Parties.

4. Representations and Warranties. Each Loan Party hereby represents and warrants to Agent and the Lenders, after giving effect to the waivers and consents set forth herein, as follows:

(a) The representations and warranties herein, in the Credit Agreement and in each other Loan Document and certificate or other writing delivered to Agent or any Lender pursuant hereto on or prior to the Consent Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Consent Effective Date as though made on and as of such date, except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such date).

(b) No Default or Event of Default has occurred and is continuing or would result from this Consent becoming effective in accordance with its terms.

(c) This Consent, when executed and delivered by the Loan Parties, is and will be the legally valid and binding obligations of the Loan Parties, enforceable against the Loan Parties in accordance with its terms.

5. Miscellaneous.

(a) Continued Effectiveness of the Loan Documents. This Consent shall be effective only in this specific instance for the specific purpose set forth herein. Except as otherwise expressly provided herein, the Credit Agreement and the other Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects. Each of the Loan Parties hereby confirms and agrees that to the extent that any such Loan Document purports to assign or pledge to Agent, or to grant to Agent, a security interest in or Lien on, any Collateral as security for the obligations of any Loan Party from time to time existing in respect of the Credit Agreement and the Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects, except as otherwise expressly set forth herein with respect to the Purchased Assets and the Trademarks. Except as expressly provided herein, the execution, delivery and effectiveness of this Consent shall not operate as an amendment or waiver of any right, power or remedy of Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute an

amendment or waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a waiver of, or consent to, any Default or Event of Default now existing or hereafter arising under the Credit Agreement or any other Loan Document, and Agent and the Lenders expressly reserve all of their rights and remedies under the Credit Agreement and the other Loan Documents, under applicable law or otherwise.

(b) Counterparts. This Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Consent by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Consent. Any party delivering an executed counterpart of this Consent by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Consent but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Consent.

(c) Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Consent for any other purpose.

(d) Governing Law. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York.

(e) Costs and Expenses. Each Loan Party agrees to pay on demand all fees, costs and expenses of Agent in connection with the preparation, execution and delivery of this Consent and any other related agreements, instruments and documents.

(f) Consent as Loan Document. Each Loan Party hereby acknowledges and agrees that this Consent constitutes a "Loan Document" under the Credit Agreement. Accordingly, it shall be an Event of Default under the Credit Agreement if any representation or warranty made by any Loan Party under or in connection with this Consent shall have been untrue, false or misleading in any material respect when made or any Loan Party shall fail to perform any covenant or agreement set forth herein.

(g) Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONSENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed and delivered as of the date first above written.

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent and
as a Lender

By: 

Name:

Title:

William M. Flough
Vice President

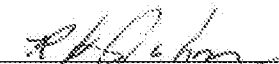
ACKNOWLEDGED AND AGREED:

BORROWERS:

DIXIE CHEMICAL COMPANY, INC.,
a Delaware corporation

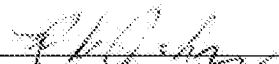
By: 
Name: Richard H. Johnigan
Title: Chief Financial Officer

DX OILFIELD PRODUCTS, INC.,
a Delaware corporation

By: 
Name: Richard H. Johnigan
Title: Chief financial Officer

e:

DX PHARMA, INC.,
a Delaware corporation

By: 
Name: Richard h. Johnigan
Title: Chief Financial Officer

GUARANTOR:

DIXIE HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Richard H. Johnigan
Title: Chief Financial Officer