

**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
POLARTECH ADDITIVES, INC.		04/01/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SUNTRUST BANK
Street Address:	303 Peachtree Street, NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3552557	ACTRACHEM
Registration Number:	2738399	ACTRABASE
Registration Number:	2705365	ACTRACOR
Registration Number:	2845538	ACTRAFOS
Registration Number:	2807109	ACTRALUBE
Registration Number:	2787118	ACTRAMIDE
Registration Number:	2882248	ACTRAMER
Registration Number:	2767659	ACTRASOL
Registration Number:	2782644	LATOL

**CORRESPONDENCE DATA**

Fax Number: (404)572-5100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404.572.3458  
 Email: slake@kslaw.com  
 Correspondent Name: Susan Lake

**900159024**

**TRADEMARK  
 REEL: 004181 FRAME: 0215**

**CH \$240.00 3552557**

Address Line 1: 1180 Peachtree Street, NE  
Address Line 2: King & Spalding  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 52990/015749

NAME OF SUBMITTER: Susan Lake

Signature: /Susan Lake/

Date: 04/07/2010

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 1, 2010 (this "Agreement"), executed by POLARTECH ADDITIVES, INC., a Delaware corporation (the "New Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent (the "Administrative Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Second Amended and Restated Credit Agreement, dated as of December 21, 2006 (as previously amended and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among NewMarket Corporation, a Virginia corporation (the "Borrower"), the subsidiaries of the Borrower party thereto, the Lenders and Administrative Agent. Capitalized terms used in this Agreement shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

### WITNESSETH:

**WHEREAS**, the Borrower and certain Subsidiaries of the Borrower (the "Original Grantors") are parties to that certain Second Amended and Restated Security Agreement, dated as of December 21, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Original Grantor in favor of the Administrative Agent, pursuant to which the Original Grantors have granted to the Administrative Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property of the Original Grantors, including, without limitation, (a) all of the Original Grantors' Trademarks, whether presently existing or hereafter acquired or arising, or in which any Original Grantor now has or hereafter acquires rights and wherever located; (b) all of Original Grantors' Trademark Licenses, whether presently existing or hereafter acquired or in which any Original Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations (as such term is defined in the Security Agreement);

**WHEREAS**, the Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit to the Borrower on the terms and conditions contained in the Credit Agreement;

**WHEREAS**, the New Grantor is a newly-acquired Subsidiary of the Borrower; and

**WHEREAS**, it is a condition precedent to the continued extension of the Loans and the continued issuance of Letters of Credit under the Credit Agreement that the New Grantor grant to the Administrative Agent a security interest in all of its "Intellectual Property" (as defined in that certain Trademark Security Agreement, dated as of June 18, 2004), and the New Grantor wishes to fulfill said condition precedent.

**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 hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to New Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), New Grantor hereby grants and conveys a security interest to Administrative Agent, for its benefit and the benefit of the Lenders, in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by New Grantor or in which New Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of New Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto;

(b) each Trademark License now or hereafter held by New Grantor or in which New Grantor now has or hereafter acquires rights, to the extent each of

the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by New Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. New Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of New Grantor with respect to the Property and the rights and remedies of Administrative Agent with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Administrative Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from New Grantor, Administrative Agent shall, at the expense of New Grantor, execute and deliver to New Grantor documents New Grantor may reasonably request (but without recourse or warranty by Administrative Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, New Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and New Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. New Grantor authorizes Administrative Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. New Grantor further agrees that (a) neither Administrative Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and New Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) New Grantor shall forthwith advise Administrative Agent promptly in writing upon detection of infringements of any of the Property being used in New Grantor's business and (c) if New Grantor fails to comply with the requirements of the preceding clause (a), Administrative Agent or any Lender may do so in New Grantor's name or in its own name, but in any case at New Grantor's expense, and New Grantor hereby agrees to reimburse Administrative Agent and the Lenders for all expenses

incurred by the Administrative Agent or such Lender, including attorneys' fees, actually incurred by Administrative Agent and the Lenders in protecting, defending and maintaining the Property.

7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

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Trademark and Service Mark Registrations

Schedule I

<u>Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACTRACHEM	3,552,557	12/30/08
ACTRABASE	2,738,399	7/15/03
ACTRACOR	2,705,365	4/8/03
ACTRAFOS	2,845,538	5/25/04
ACTRALUBE	2,807,109	1/20/04
ACTRAMIDE	2,787,118	11/25/03
ACTRAMER	2,882,248	9/7/04
ACTRASOL	2,767,659	9/23/03
LATOL	2,782,644	11/11/03