

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
Chemalloy Company, Inc.		04/20/2010	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	2240 Butler Pike
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	917924	TRIMANOX
Registration Number:	1669141	TI-LOY
Registration Number:	977625	MANSILEX
Registration Number:	989991	ZIRCALEX
Registration Number:	991820	ZIR-LOY
Registration Number:	1966269	NI-CAL
Registration Number:	2244377	CF MANGANESE
Registration Number:	2301500	SULPHEX
Registration Number:	909860	NA-FLUX
Registration Number:	917926	SPARFLUX
Registration Number:	1666434	NITREX
Registration Number:	1683531	CHEMAFLUX
Registration Number:	938351	CRYOFLUX
Registration Number:	952553	CC

CH \$365.00 917924

900160893

**TRADEMARK
 REEL: 004195 FRAME: 0901**

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	364039
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/29/2010

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Chemalloy Company, Inc.
 996 Railroad Avenue
 Bryn Mawr, PA 19010

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: PA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 04/20/2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal _____

Address: _____

Street Address: 2240 Butler Pike

City: Plymouth Meeting

State: PA

Country: _____ Zip: 19462

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other NA _____ Citizenship PA _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# 364039

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

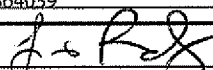
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

4/28/2010

Date

LUIS RODRIGUEZ

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of April 2010, between CHEMALLOY COMPANY, INC., a Pennsylvania corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Borrower and Lender, Lender is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Borrower is required to execute and deliver to Lender this Trademark Security 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, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby unconditionally grants, assigns and pledges to Lender a security interest in all of Lender's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto; and
- (b) all proceeds of the foregoing.

For purposes hereof, "Trademarks" means trademarks, trade names, trademark applications, service marks, service mark applications, and also includes (i) the registered or applied for trade names, trademarks, trademark applications, service marks, and service mark applications listed on Schedule I hereto, and (ii) all renewals thereof, (iii) all income, royalties, damage awards and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (iv) the right to sue for past, present and future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (v) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

4. LOAN AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new Trademarks or with respect to Borrower's election not to renew or extend any material Trademark registration. Without limiting Borrower's obligations under this Section 5, Borrower hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO 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 COMMONWEALTH OF PENNSYLVANIA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHEMALLOY COMPANY, INC.

By: Anthony C. Demos

Name: Anthony C. Demos

Title: President

ACCEPTED AND ACKNOWLEDGED
BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHEMALLOY COMPANY, INC.

By: _____

Name: Anthony C. Demos

Title: President

ACCEPTED AND ACKNOWLEDGED
BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Robert Bauer
Name: Robert Bauer
Title: Senior VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
TRIMANOX®	0917924	08/10/1971	08/10/2011
TI-LOY®	1669141	12/24/1991	12/24/2011
MANSILEX®	0977625	01/29/1974	01/29/2014
ZIRCALEX®	0989991	08/06/1974	08/06/2014
ZIR-LOY®	0991820	08/22/1974	08/27/2014
NI-CAL®	1966269	04/09/1996	04/09/2016
CF MANGANESE®	2244377	05/11/1999	05/11/2019
SULPHEX®	2301500	12/21/1999	12/21/2019
NA-FLUX®	0909860	03/16/1971	03/16/2011
SPARFLUX®	0917926	08/10/1971	08/10/2011
NITREX®	1666434	12/03/1991	12/03/2011
CHEMAFLUX®	1683531	04/21/1992	04/21/2012
CRYOFLUX®	0938351	07/25/1972	07/25/2012
CHEMALLOY® CCI Design	0952553	02/06/1973	02/06/2013