

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
Lipo Chemicals, Inc.		07/13/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	banking corporation: OHIO

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3570307	AT LIPO, WE CALL THEM SCIENTISTS
Registration Number:	3566332	AT LIPO, WE CALL THEM SCIENTISTS
Registration Number:	3505733	BEAUTY IS OUR SCIENCE
Registration Number:	3566331	BEAUTY IS OUR SCIENCE
Registration Number:	2723293	GORGONIAN EXTRACT
Registration Number:	2627958	LIPAMIDE
Registration Number:	3200147	LIPO
Registration Number:	2746079	LIPO
Registration Number:	3382390	LIPO PARTICLE
Registration Number:	2674197	LIPO POLYGLYCOL
Registration Number:	3245835	LIPOBEAD
Registration Number:	3002384	LIPOBRITE
Registration Number:	3680129	LIPOBUTTER
Registration Number:	2642302	LIPOCARE

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Registration Number:	2783640	LIPOCOL
Registration Number:	2788175	LIPOCRYSTALS
Registration Number:	2627956	LIPOFRUIT
Registration Number:	2783642	LIPOLAN
Registration Number:	2992803	LIPOLIGHT
Registration Number:	2680031	LIPOMIC
Registration Number:	2627960	LIPOMULSE
Registration Number:	2785424	LIPONATE
Registration Number:	2627959	LIPONYL
Registration Number:	2783639	LIPOPEG
Registration Number:	2835785	LIPOQUAT
Registration Number:	3007627	LIPOSATIN
Serial Number:	76702235	LIPOSHIELD
Registration Number:	2685632	LIPOSILT
Registration Number:	2783644	LIPOSORB
Registration Number:	2783641	LIPOVOL
Registration Number:	2783643	LIPOWAX
Registration Number:	2692315	POLYTEX

CORRESPONDENCE DATA

Fax Number: (404)572-5128
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, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	02176-015089
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/15/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

July 13, 2010

WHEREAS, Lipo Chemicals, Inc., a New Jersey corporation (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, H.I.G. Chemicals Holdings Corp., a Delaware corporation ("Holdings"), certain of its subsidiaries, Fifth Third Bank, as administrative agent (in such capacity, the "Administrative Agent" or "Grantee"), and the lenders party thereto have entered into a Second Amended and Restated Credit Agreement, dated as of July 13, 2010 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Second Amended and Restated Security Agreement dated as of July 13, 2010 made by Holdings, Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and

benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule I hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations 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 other country, or any political subdivision thereof, including those described in Schedule I hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.


Grantor hereby irrevocably constitutes and appoints Grantee 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 Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[Signature Page Following]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

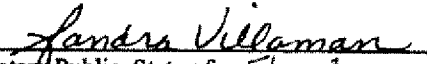
LIPO CHEMICALS, INC.

By: 
Name: Keval Patel
Title: Vice President

STATE OF Florida §
COUNTY OF Miami-Dade §

The foregoing instrument was acknowledged before me on this 13th day of July, 2010, by Keval Patel, the Vice President of Lipo Chemicals, Inc., a New Jersey corporation, on behalf of said Corporation.

[STAMP]


Notary Public, State of Florida

Sandra Villaman
(printed name)

My commission expires: May 24, 2014

[Seal]



SANDRA VILLAMAN
Notary Public, State of Florida
Commission #FD0004022
My Commission Expires May, 24, 2014

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004243 FRAME: 0146

Acknowledged:

FIFTH THIRD BANK, as Administrative Agent

By: John H. Lockwood

Name: John H. Lockwood


Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004243 FRAME: 0147

Schedule I

Trademarks

TRADEMARK	OWNER	REGISTRATION NUMBER (Serial Number)	REGISTRATION DATE (Filing Date)	COUNTRY
AT LIPO, WE CALL THEM SCIENTISTS	Lipo Chemicals, Inc.	3,570,307 (76/676,684)	02/03/09 (05/11/07)	US
AT LIPO, WE CALL THEM SCIENTISTS	Lipo Chemicals, Inc.	3,566,332 (76/689,099)	01/27/09 (04/28/08)	US
BEAUTY IS OUR SCIENCE	Lipo Chemicals, Inc.	3,505,733 (76/671,068)	09/23/08 (01/05/07)	US
BEAUTY IS OUR SCIENCE	Lipo Chemicals, Inc.	3,566,331 (76/689,098)	01/27/09 (04/28/08)	US
GORGONIAN EXTRACT	Lipo Chemicals, Inc.	2,723,293 (76/287,954)	06/10/03 (07/20/01)	US
LIPAMIDE	Lipo Chemicals, Inc.	2,627,958 (76/287,956)	10/01/02 (07/20/01)	US
LIPO(Stylized)	Lipo Chemicals, Inc.	3,200,147 (76/647,136)	01/23/07 (09/20/05)	US
LIPO and Design 	Lipo Chemicals, Inc.	2,746,079 (76/302,970)	08/05/03 (08/17/01)	US
LIPO PARTICLE	Lipo Chemicals, Inc.	3,382,390 (76/651,980)	02/12/08 (12/16/05)	US
LIPO POLYGLYCOL	Lipo Chemicals, Inc.	2,674,197 (76/287,955)	01/14/03 (07/20/01)	US
LIPOBEAD	Lipo Chemicals, Inc.	3,245,835 (76/651,981)	05/29/07 (12/16/05)	US
LIPOBRITE	Lipo Chemicals, Inc.	3,002,384 (76/563,796)	09/27/05 (12/08/03)	US

TRADEMARK	OWNER	REGISTRATION NUMBER (Serial Number)	REGISTRATION DATE (Filing Date)	COUNTRY
LIPOBUTTER	Lipo Chemicals, Inc.	3,680,129 (76/688,999)	09/08/09 (04/25/08)	US
LIPOCARE	Lipo Chemicals, Inc.	2,642,302 (76/287,952)	10/29/02 (07/20/01)	US
LIPOCOL	Lipo Chemicals, Inc.	2,783,640 (76/302,966)	11/18/03 (08/17/01)	US
LIPOCRYSTALS	Lipo Chemicals, Inc.	2,788,175 (76/410,464)	12/02/03 (05/21/02)	US
LIPOFRUIT	Lipo Chemicals, Inc.	2,627,956 (76/287,951)	10/01/02 (07/20/01)	US
LIPOLAN	Lipo Chemicals, Inc.	2,783,642 (76/302,968)	11/18/03 (08/17/01)	US
LIPOLIGHT	Lipo Chemicals, Inc.	2,992,803 (76/385,079)	09/06/05 (03/21/02)	US
LIPOMIC	Lipo Chemicals, Inc.	2,680,031 (76/287,800)	01/28/03 (07/20/01)	US
LIPOMULSE	Lipo Chemicals, Inc.	2,627,960 (76/287,958)	10/01/02 (07/20/01)	US
LIPONATE	Lipo Chemicals, Inc.	2,785,424 (76/302,972)	11/25/03 (08/17/01)	US
LIPONYL	Lipo Chemicals, Inc.	2,627,959 (76/287,957)	10/01/02 (07/20/01)	US
LIPOPEG	Lipo Chemicals, Inc.	2,783,639 (76/302,965)	11/18/03 (08/17/01)	US
LIPOQUAT	Lipo Chemicals, Inc.	2,835,785 (76/302,974)	04/27/04 (08/17/01)	US
LIPOSATIN	Lipo Chemicals, Inc.	3,007,627 (76/440,281)	10/18/05 (08/09/02)	US
LIPOSHIELD	Lipo Chemicals, Inc.	(76/702,235)	(03/26/10)	US

TRADEMARK	OWNER	REGISTRATION NUMBER (Serial Number)	REGISTRATION DATE (Filing Date)	COUNTRY
LIPOSILT	Lipo Chemicals, Inc.	2,685,632 (76/302,964)	02/11/03 (08/17/01)	US
LIPOSORB	Lipo Chemicals, Inc.	2,783,644 (76/302,973)	11/18/03 (08/17/01)	US
LIPOVOL	Lipo Chemicals, Inc.	2,783,641 (76/302,967)	11/18/03 (08/17/01)	US
LIPOWAX	Lipo Chemicals, Inc.	2,783,643 (76/302,969)	11/18/03 (08/17/01)	US
POLYTEX	Lipo Chemicals, Inc.	2,692,315 (76/287,801)	03/04/03 (07/20/01)	US