

**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
Vantage Oleochemicals, Inc.		07/13/2010	CORPORATION: DELAWARE

**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: 6**

Property Type	Number	Word Mark
Registration Number:	3773160	VANTAGE OLEOCHEMICALS
Serial Number:	77942233	VDIMER
Registration Number:	3789638	VDISTILL
Registration Number:	3789639	VOLEIC
Registration Number:	3789640	VSTEARIN
Registration Number:	3789641	VYCERIN

**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

**CH \$165.00 3773160**

ATTORNEY DOCKET NUMBER:	02176-015089
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/15/2010
Total Attachments: 6 source=Vantage Oleochemicals TSA#page1.tif source=Vantage Oleochemicals TSA#page2.tif source=Vantage Oleochemicals TSA#page3.tif source=Vantage Oleochemicals TSA#page4.tif source=Vantage Oleochemicals TSA#page5.tif source=Vantage Oleochemicals TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

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

July 13, 2010

WHEREAS, Vantage Oleochemicals, Inc., a Delaware 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 1 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 1 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.

VANTAGE OLEOCHEMICALS, INC.

By: [Signature]  
Name: Keval Patel  
Title: Vice President and Secretary

STATE OF Florida §  
COUNTY OF Miami-Dade §

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of July, 2010, by Keval Patel, the Vice President + Secretary of Vantage Oleochemicals, Inc., a Delaware corporation, on behalf of said corporation.

[STAMP] Sandra Villaman  
Notary Public, State of Florida

Sandra Villaman  
(printed name)

My commission expires: May 24, 2014

[Seal]



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: 0156**

Schedule I

Trademarks

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REGISTRATION NUMBER (Serial Number)</b>	<b>REGISTRATION DATE (Filing Date)</b>	<b>COUNTRY</b>
VANTAGE OLEOCHEMICALS	Vantage Oleochemicals, Inc.	3,773,160 (77/673,498)	04/06/10 (02/19/09)	US
VDIMER	Vantage Oleochemicals, Inc.	(77/942,233)	(02/23/10)	US
VDISTILL	Vantage Oleochemicals, Inc.	3,789,638 (77/786,707)	05/18/10 (07/22/09)	US
VOLEIC	Vantage Oleochemicals, Inc.	3,789,639 (77/786,712)	05/18/10 (07/22/09)	US
VSTEARIN	Vantage Oleochemicals, Inc.	3,789,640 (77/786,716)	05/18/10 (07/22/09)	US
VYCERIN	Vantage Oleochemicals, Inc.	3,789,641 (77/786,727)	05/18/10 (07/22/09)	US

Trademark Licenses

1. "PRIFRAC", including as evidenced by registration # 271448, registered on May 6, 2003, and application # 76/334278, filed on November 6, 2001.
2. "PRIOLENE", including as evidenced by registration # 1855441, registered on September 27, 1994, and application # 74/322228, filed on October 14, 1992.
3. "PRISTERENE", including as evidenced by registration #1906980, registered on July 25, 1995, and application # 74/322229, filed on October 14, 1992.

4. "PRICERINE", including as evidenced by registration #2814605, registered on February 17, 2004, and application # 76/454799, filed on September 26, 2002.

5. Each of the following product names and the product codes associated therewith:

<u>Product Name</u>	<u>Product Codes</u>
Pricerine	9080, 9088, 9085, 9063
Prifac	7920, 7943, 7901, 7902, 5916, 5926, 9647
Priolene	6900, 6901, 6902, 6904, 6905, 6906, 6910, 6933, 6939
Pristerene	4901, 4904, 4905, 4909, 4910, 4911, 4913, 4915, 4921, 4943, 4951, 4958, 4969, 4981, 9428, 9429, 4601
Priplus	9725, 9642, 7912, 7916, 6372, 9790, 9770

\* The intellectual property listed above is not owned by any of the Loan Parties and upon the end of the term of the Trademark License Agreement with Uniqema Americas LLC, none of the Loan Parties will use this intellectual property in its business.