

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Chemical Corporation		10/06/2010	CORPORATION: DELAWARE
General Chemical Holding Company		10/06/2010	CORPORATION: DELAWARE
General Chemical Performance Products LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
Gentoma Holding Inc.		10/06/2010	CORPORATION: DELAWARE
Printing Developments, Inc.		10/06/2010	CORPORATION: DELAWARE
General Chemical West LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
General Chemical LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
Fini Enterprises, Inc.		10/06/2010	CORPORATION: TEXAS
Gentoma Corporation		10/06/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2829635	FER+ION
Registration Number:	1627869	FE3
Registration Number:	2093013	REHYDRAGEL
Registration Number:	1026485	REHYDRAGEL
Registration Number:	2578617	NUTRI-K

CH \$615.00 2829635

Registration Number:	2739638	PHARMA-K
Registration Number:	2137390	AL+CLEAR
Registration Number:	2125487	SYNGROW
Registration Number:	1250755	SULFTECH
Registration Number:	1546850	ALUM OP
Registration Number:	2888764	GEN CLEAR N
Registration Number:	1588447	HYPER+ION
Registration Number:	1933616	GENERAL CHEMICAL ISO 9002
Registration Number:	1757829	MET-TECH
Registration Number:	1873487	CLAR+ION
Registration Number:	2043446	GEN+PAS
Registration Number:	2067274	HICLAY
Registration Number:	1614513	GEN+ION
Registration Number:	1626516	
Registration Number:	1945088	GENERAL CHEMICAL
Registration Number:	2183996	GENERAL CHEMICAL
Registration Number:	1552371	GENERAL CHEMICAL
Registration Number:	1719714	GENERAL CHEMICAL FIVE STAR QUALITY
Registration Number:	1728775	GEN+PAC

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	33022-00283
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	10/07/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 6, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of General Electric Capital Corporation, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of October 6, 2010 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under each such Grantor’s Trademarks, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located, together with all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, including all registrations and applications therefor, listed in Schedule A attached hereto (collectively, the “**Trademark Collateral**”).

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GENERAL CHEMICAL CORPORATION

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

**GENERAL CHEMICAL HOLDING
COMPANY**

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

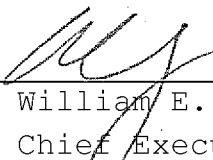
**GENERAL CHEMICAL PERFORMANCE
PRODUCTS LLC**

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

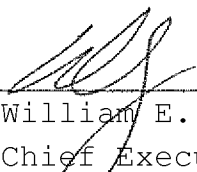
GENTOMA HOLDING INC.

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer


PRINTING DEVELOPMENTS, INC.

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

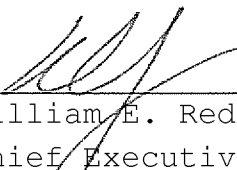
GENERAL CHEMICAL WEST LLC

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

GENERAL CHEMICAL LLC

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

FINI ENTERPRISES, INC.

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

GENTOMA CORPORATION

By: 
Name: William E. Redmond, Jr.
Title: Chief Executive Officer

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: Jawani Sharma
Name: JAWANI SHARMA
Title: *Only Authorized Signatory*

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004292 FRAME: 0430

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Registration/ Application Number	Owner
Canada	GENCLEAR N	TMA640,358	General Chemical Performance Products LLC
US	FER+ION	2,829,635	Fini Enterprises, Inc.
US	FE3	1,627,869	Fini Enterprises, Inc.
US	REHYDRAGEL	2,093,013	General Chemical LLC
US	REHYDRAGEL	1,026,485	General Chemical LLC
US	NUTRI-K	2,578,617	General Chemical LLC
US	PHARMA-K	2,739,638	General Chemical LLC
US	AL+CLEAR	2,137,390	General Chemical Performance Products LLC
US	SYNGROW	2,125,487	General Chemical Performance Products LLC
US	SULFTECH	1,250,755	General Chemical Performance Products LLC
US	ALUM OP	1,546,850	General Chemical Performance Products LLC
US	GenClear N	2,888,764	General Chemical Performance Products LLC

Country	Trademark	Registration/ Application Number	Owner
US	HYPER+ION	1,588,447	General Chemical Performance Products LLC
US	GENERAL CHEMICAL ISO 9002 (and Design)	1,933,616	General Chemical Performance Products LLC
US	MET-TECH	1,757,829	General Chemical Performance Products LLC
US	CLAR+ION	1,873,487	General Chemical Performance Products LLC
US	GEN+PAS	2,043,446	General Chemical Performance Products LLC
US	HICLAY	2,067,274	General Chemical Performance Products LLC
US	GEN+ION	1,614,513	General Chemical Performance Products LLC
Canada	GENCLEAR N	TMA640,358	General Chemical Performance Products LLC
US	GENERAL CHEMICAL	1,626,516	General Chemical Performance Products LLC
US	GENERAL CHEMICAL + DESIGN	1,945,088	General Chemical Performance Products LLC
US	GENERAL CHEMICAL & DESIGN	2,183,996	General Chemical Performance Products LLC
US	GENERAL CHEMICAL	1,552,371	General Chemical Performance Products LLC
US	GENERAL CHEMICAL FIVE STAR QUALITY AND DESIGN	1,719,714	General Chemical Performance Products LLC
US	GEN+PAC	1,728,775	General Chemical Performance Products LLC