## 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	
Columbian Chemicals Company		11/17/2010	CORPORATION: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd., 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Connecticut licensed branch of Swiss banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	387552	NEOTEX
Registration Number:	389408	CONDUCTEX
Registration Number:	390823	STATEX
Registration Number:	392366	FURNEX
Registration Number:	396018	RAVEN
Registration Number:	1209394	CCC COLUMBIAN CHEMICALS COMPANY
Registration Number:	1237856	CCC COLUMBIAN CHEMICALS COMPANY
Registration Number:	1413873	ULTRA
Registration Number:	1473733	ULTRA
Registration Number:	2837486	PUREBLACK
Registration Number:	3375248	COLUMBIAN
Registration Number:	3441178	NANOBLACK

CORRESPONDENCE DATA

TRADEMARK REEL: 004420 FRAME: 0133

Fax Number: (917)777-4104 Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 212-735-3000 Email: kellie.weilbrenner@skadden.com Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP Address Line 1: Four Times Square Address Line 2: Attn: John Deming, Esq. New York, NEW YORK 10036 Address Line 4: ATTORNEY DOCKET NUMBER: 698510/226 NAME OF SUBMITTER: John Deming Signature: /John Deming/ Date: 11/22/2010 Total Attachments: 6 source=TSA #page1.tif source=TSA #page2.tif source=TSA #page3.tif source=TSA #page4.tif source=TSA #page5.tif source=TSA #page6.tif

TRADEMARK
REEL: 004420 FRAME: 0134

#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated November 17, 2010, ("**Agreement**") is by Columbian Chemicals Company, a Delaware corporation (herein referred to as a "**Grantor**"), located at 1800 West Oak Commons Court, Marietta, GA 30062-2253 in favor of UBS AG, Stamford Branch, a Connecticut licensed branch of a Swiss banking corporation, in its capacity as Security Agent (herein referred to as "Security Agent") located at 677 Washington Blvd, 6th Floor, Stamford, CT 06901.

**WHEREAS**, the Grantor, other grantors party thereto and Security Agent have entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time is herein referred to as the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in all Intellectual Property, including the Trademarks, now owned or hereafter acquired by Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.
- Grant. The Grantor hereby confirms and grants to Security Agent, for the ratable benefit of the Secured Parties, security interest in all Grantor's right, title and interest in all of the following, now owned or hereafter acquired by Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO, any State of the United States or any similar offices in any other country or any political subdivision thereof, including, but not limited to, those items listed on Schedule 1-A hereto, and all extensions or renewals thereof, (b) all goodwill connected with the use of and symbolized thereby, and (c) any agreement, now or hereafter in effect, granting to Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement, and all Proceeds, Supporting Obligations and products of any and all of the foregoing (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has also been granted to the Security Agent, for the ratable benefit of the Secured Parties pursuant to the Security Agreement. The Grantor hereby further acknowledges and affirms that the rights and remedies of Security Agent with respect to the grant of a security interest in the Trademark Collateral made hereby are more

TRADEMARK REEL: 004420 FRAME: 0135 fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Security Agreement and this Agreement, the Security Agreement shall control.

- 4. <u>Further Assurances.</u> The Grantor hereby further agrees to execute and deliver to the Security Agent any and all further documents and instruments, and do any and all further acts which the Security Agent (or its agents or designees) reasonably requests in order to record this Agreement and the Security Interest in the Trademark Collateral.
- 5. <u>Governing Law.</u> THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.
- 6. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which when so executed and delivered shall be an original and all of which, when taken together, shall together constitute a single contract.

[SIGNATURE PAGE FOLLOWS]

2

**IN WITNESS WHEREOF**, intending to be legally bound, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed as of the date first written above.

Columbian Chemicals Company ("Grantor")

By:

Name: Mark D. Breen

Title: Sr. Vice President - Finance, CFO

**REEL: 004420 FRAME: 0137** 

STATE OF GEORGIA)

) ss.:

COUNTY OF COBB)

On this 16th day of November, 2010, before me personally appeared Mark D. Breen, to me known, who, being by me duly sworn, did depose and say that he is the Sr. Vice President – Finance, CFO of the Grantor; and that he signed his name thereto in his capacity as an authorized representative of said entity pursuant to such authority.

Theresa A. Zeman

Notary Public, Cherokee County, Georgia,

acting in Cobb County, Georgia

My Commission Expires: November 9, 2013

**REEL: 004420 FRAME: 0138** 

## Agreed and Acknowledged:

UBS AG, Stamford Branch ("Security Agent")

By: Name: Mary E Evans

Title: Associate Director

By:

Name: Irja R. Otsa Title: Associate Director

# Schedule 1-A

## Trademarks

Owner/Registrant	Trademark	Design Type	Registration Date	Registration No.
Columbian Chemicals Company	Neotex	Stylized Letters	May 20, 1941	387,552
Columbian Chemicals Company	Conductex	Stylized Letters	August 5, 1941	389,408
Columbian Chemicals Company	Stat-Ex	Word Only	October 7, 1941	390,823
Columbian Chemicals Company	Furnex	Stylized Letters	December 23, 1941	392,366
Columbian Chemicals Company	Raven	Stylized Letters	June 23, 1942	396,018
Columbian Chemicals Company	CCC Columbian Chemicals Company	Word and Design	September 21, 1982	1,209,394
Columbian Chemicals Company	Columbian Chemicals Company CCC	Word and Design	May 17, 1983	1,237,856
Columbian Chemicals Company	Ultra	Word Only	October 21, 1986	1,413,873
Columbian Chemicals Company	Ultra	Word Only	January 26, 1988	1,473,733
Columbian Chemicals Company	Pureblack	Word Only	April 27, 2004	2,837,486
Columbian Chemicals Company	Columbian	Word and Design	January 29, 2008	3,375,248
Columbian Chemicals Company	NanoBlack	Block Letter	June 3, 2008	3,441,178

SCHEDULE 1-A

**RECORDED: 11/22/2010** 

TRADEMARK REEL: 004420 FRAME: 0140