

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
Dover Chemical Corporation		01/31/2011	CORPORATION: OHIO
Keil Chemical Corporation		01/31/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	917 Euclid Avenue, CM62
Internal Address:	Commerical Banking Department
City:	Cleveland
State/Country:	OHIO
Postal Code:	44115
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85090412	PAROIL
Serial Number:	85089274	CHLOREZ
Serial Number:	78187668	HORDARESIN
Serial Number:	78187643	DOVERGUARD
Serial Number:	77598120	DOVERPHOS S-9228
Serial Number:	75014174	DOVERNOX
Serial Number:	75014171	DOVERPHOS HIPURE
Serial Number:	73585106	DOVERPHOS
Serial Number:	73270755	X-10
Serial Number:	72003368	CHLOROWAX 50
Serial Number:	72003367	CHLOROWAX LV
Serial Number:	72003365	CHLOROWAX 40

900186053

**TRADEMARK
 REEL: 004493 FRAME: 0960**

CH \$340.00 85090412

Serial Number:

71579021

CHLOROWAX

CORRESPONDENCE DATA

Fax Number: (614)227-2100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 614-227-2000

Email: ipdocket@porterwright.com

Correspondent Name: Karen K. Hammond

Address Line 1: 41 South High Street

Address Line 2: 29th Floor

Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:

0266900-055491

NAME OF SUBMITTER:

Karen K. Hammond

Signature:

/karenkhammond/

Date:

03/10/2011

Total Attachments: 7

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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2011, by DOVER CHEMICAL CORPORATION, an Ohio corporation and KEIL CHEMICAL CORPORATION, an Indiana corporation (collectively, the "*Borrower*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of The Huntington National Bank ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 31, 2011 (as amended, modified or supplemented from time to time, the "*Credit Agreement*") between Borrower and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to an Amended and Restated Security Agreement of even date herewith in favor of Lender (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Amendment and to induce Lender to continue to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

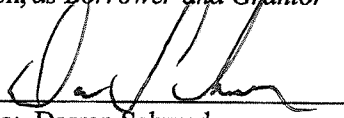
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

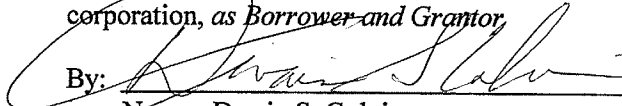
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DOVER CHEMICAL CORPORATION, an Ohio corporation, as *Borrower and Grantor*

By: 
Name: Darren Schwede
Title: Vice President and CFO

KEIL CHEMICAL CORPORATION, an Indiana corporation, as *Borrower and Grantor*

By: 
Name: Dwain S. Colvin
Title: President

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: _____
Name:
Title:

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

Very truly yours,

DOVER CHEMICAL CORPORATION, an Ohio corporation, *as Borrower and Grantor*

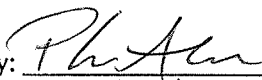
By: _____
Name: Darren Schwede
Title: Vice President and CFO

KEIL CHEMICAL CORPORATION, an Indiana corporation, *as Borrower and Grantor*

By: _____
Name: Dwain S. Colvin
Title: President

ACCEPTED AND AGREED
as of the date first above written:

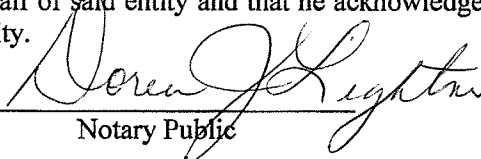
THE HUNTINGTON NATIONAL BANK

By:  _____
Name: Phil Andersen
Title: Staff Officer

ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
)
COUNTY OF Tuscarawas) ss.

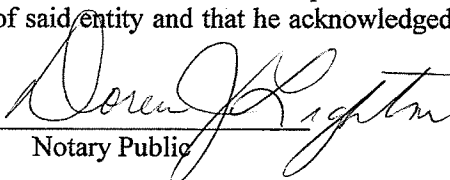
On this 3rd day of March, 2011, before me personally appeared Darren Schwede, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dover Chemical Corporation, an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



Notary Public

STATE OF OHIO)
)
COUNTY OF Tuscarawas) ss. **Doreen J. Lightner
Notary Public, State of Ohio
Tuscarawas County
My Commission Expires 08-07-12**

On this 3rd day of March, 2011, before me personally appeared Dwain S. Colvin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Keil Chemical Corporation, an Indiana corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



Notary Public

**Doreen J. Lightner
Notary Public, State of Ohio
Tuscarawas County
My Commission Expires 08-07-12**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

See Attached

Trademarks

Dover Chemical Corporation - Owner

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	<u>85090412</u>	<u>http://tess2.uspto.gov/bin/showfield?f=doc&state=4010:v81dhi.4.1</u>	<u>PAROIL</u>	<u>TARR</u>	<u>LIVE</u>
2	<u>85089274</u>	<u>http://tess2.uspto.gov/bin/showfield?f=doc&state=4010:v81dhi.4.2</u>	<u>CHLOREZ</u>	<u>TARR</u>	<u>LIVE</u>
3	<u>78187668</u>	<u>2966180</u>	<u>HORDARESIN</u>	<u>TARR</u>	<u>LIVE</u>
4	<u>78187643</u>	<u>2844725</u>	<u>DOVERGUARD</u>	<u>TARR</u>	<u>LIVE</u>
5	<u>77598120</u>	<u>3711210</u>	<u>DOVERPHOS S-9228</u>	<u>TARR</u>	<u>LIVE</u>
6	<u>75014174</u>	<u>2062721</u>	<u>DOVERNOX</u>	<u>TARR</u>	<u>LIVE</u>
7	<u>75014171</u>	<u>2062720</u>	<u>DOVERPHOS HIPURE</u>	<u>TARR</u>	<u>LIVE</u>
9	<u>73585106</u>	<u>1445768</u>	<u>DOVERPHOS</u>	<u>TARR</u>	<u>LIVE</u>
10	<u>73270755</u>	<u>1227986</u>	<u>X-10</u>	<u>TARR</u>	<u>LIVE</u>
19	<u>72003368</u>	<u>0650734</u>	<u>CHLOROWAX 50</u>	<u>TARR</u>	<u>LIVE</u>
20	<u>72003367</u>	<u>0649938</u>	<u>CHLOROWAX LV</u>	<u>TARR</u>	<u>LIVE</u>
21	<u>72003365</u>	<u>0649129</u>	<u>CHLOROWAX 40</u>	<u>TARR</u>	<u>LIVE</u>
22	<u>71579021</u>	<u>0535663</u>	<u>CHLOROWAX</u>	<u>TARR</u>	<u>LIVE</u>