

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Reaffirmation of Security Interest	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
El Dorado Chemical Company		03/29/2011	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Banc of America Leasing & Capital, LLC		
<b>Street Address:</b>	2059 Northlake Pkwy		
<b>Internal Address:</b>	Northeast Center Building		
<b>City:</b>	Tucker		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30084-5399		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0833891	E-2	
<b>Registration Number:</b>	1427064	EL DORADO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)768-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127686747		
<b>Email:</b>	trademarks@snrdenton.com, mary.mathew@snrdenton.com		
<b>Correspondent Name:</b>	Mary S. Mathew, SNR Denton US LLP		
<b>Address Line 1:</b>	Wacker Dr. Station, 233 South Wacker Dr.		
<b>Address Line 2:</b>	P.O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	50000250-0008		
<b>NAME OF SUBMITTER:</b>	Mary S. Mathew		
<b>Signature:</b>	/mary s mathew/		

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**TRADEMARK**  
 REEL: 004513 FRAME: 0233

Date:

03/31/2011

**Total Attachments: 7**

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**REAFFIRMATION OF THE TRADEMARK SECURITY AGREEMENT**

This REAFFIRMATION OF THE TRADEMARK SECURITY AGREEMENT (this “Reaffirmation”) is made as of March 29, 2011, by and among El Dorado Chemical Company, an Oklahoma corporation (the “Grantor”), and Banc of America Leasing & Capital, LLC, as Administrative Agent and as Collateral Agent for each of the Lenders. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Amended and Restated Loan Agreement (as defined in Section 1 hereof), and the general interpretive provisions of Section 1.02 of the Amended and Restated Loan Agreement are hereby incorporated by reference into this Reaffirmation.

**PRELIMINARY STATEMENTS**

I. ThermaClime and certain of its Affiliates (including the Grantor), as borrowers, Parent, Consolidated Industries, the Administrative Agent, the Collateral Agent, the Payment Agent, and the Lenders from time to time party thereto entered into that certain Term Loan Agreement, dated as of November 2, 2007, which was previously amended pursuant to that certain Amendment and Waiver to the Term Loan Agreement, dated as of April 1, 2010 (as so amended, the “Original Loan Agreement”).

II. The Grantor, the Administrative Agent, and the Collateral Agent have entered into that certain Trademark Security Agreement, dated as of November 2, 2007 (the “Trademark Security Agreement”), which relates to those Trademarks, Trademark Applications, and Trademark Licenses listed on Schedule I thereof and hereof.

III. The Grantor, the other Borrowers, Parent, Consolidated Industries, the Administrative Agent, the Collateral Agent, the Payment Agent, and the Lenders from time to time party thereto have entered into the Amended and Restated Loan Agreement, so as to amend and restate the Original Loan Agreement, *inter alia*, to increase the maximum principal amount of the term loan facility.

IV. It is a condition precedent in the Amended and Restated Loan Agreement that this Reaffirmation, reflecting the amendment and restatement of the Original Loan Agreement, shall have been duly authorized, executed, and delivered by the parties hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. References to the “Loan Agreement”. Each of the Grantor, the Administrative Agent, and the Collateral Agent hereby acknowledges and agrees that upon the effectiveness of the Amended and Restated Loan Agreement, each reference to the “Loan Agreement” in the Trademark Security Agreement (except for the references thereto in the recitals in the Trademark Security Agreement), shall be deemed to be a reference to that certain Amended and Restated Term Loan Agreement, dated as of March 29, 2011 (as may be further amended, supplemented, amended and restated, or otherwise modified from time to time, the “Amended and Restated Loan Agreement”), by and among ThermaClime, L.L.C., an Oklahoma limited liability company, Chemex I Corp., an Oklahoma corporation, Cherokee Nitrogen

Company, an Oklahoma corporation, Cherokee Nitrogen Holdings, Inc., an Oklahoma corporation, ClimaCool Corp., an Oklahoma corporation, ClimateCraft, Inc., an Oklahoma corporation, Climate Master, Inc., a Delaware corporation, EDC Ag Products Company L.L.C., an Oklahoma limited liability company, the Grantor, International Environmental Corporation, an Oklahoma corporation, Koax Corp., an Oklahoma corporation, LSB Chemical Corp., an Oklahoma corporation, Northwest Financial Corporation, an Oklahoma corporation, The Climate Control Group, an Oklahoma corporation, ThermaClime Technologies, Inc., an Oklahoma corporation, Trison Construction, Inc., an Oklahoma corporation, and XpediAir, Inc., an Oklahoma corporation, as borrowers, LSB Industries, Inc., a Delaware corporation, as a guarantor, Consolidated Industries Corp., an Oklahoma corporation, as a guarantor, each Lender from time to time party hereto, the Administrative Agent, the Collateral Agent, and Bank of Utah, not in its individual capacity but solely as Payment Agent.

SECTION 2. Reaffirmation of the Trademark Security Agreement. The Grantor hereby expressly acknowledges, agrees, confirms, represents, and warrants as follows:

(a) the Trademark Security Agreement, as entered into and amended prior to the date of this Reaffirmation, applies to the Original Loan Agreement, as that agreement may be amended, restated, supplemented, or otherwise modified from time to time; and therefore, the Trademark Security Agreement, in accordance with its terms, applies to the Amended and Restated Loan Agreement and each of the other Loan Documents; and therefore, this Reaffirmation is being entered into as a precautionary measure to reaffirm the original intent of the parties;

(b) the Trademark Security Agreement is in full force and effect in accordance with its terms on the date hereof;

(c) on and after the effectiveness of the Amended and Restated Loan Agreement, each of the terms, conditions, and provisions of the Trademark Security Agreement shall be and remain in full force and effect, except as expressly modified hereby; and

(d) the Amended and Restated Loan Agreement and the Loan Documents provide for Obligations in amounts greater and for performance periods longer than those amounts and performance periods set forth in the Original Loan Agreement.

SECTION 3. Representations and Warranties. The Grantor hereby represents and warrants as follows:

(a) it is a party to, or has been provided copies of, each of the Loan Documents (including the Amended and Restated Loan Agreement), and it is familiar with the terms of the Loan Documents;

(b) this Reaffirmation has been duly authorized by all necessary corporate proceedings of, and duly executed and delivered by it;

(c) the Trademark Security Agreement, as modified by this Reaffirmation, is a legal, valid, and binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance,

other similar laws affecting creditors' rights generally, or general principles of equity, regardless of whether the application of such principles is considered in a proceeding in equity or at law; and

(d) except for the filing of this Reaffirmation with the U.S. Patent and Trademark Office, no further consent, approval, authorization, order, registration, or qualification with any governmental authority is required for, and the absence of which would not adversely affect, the valid execution and delivery or performance by it of this Reaffirmation or the Trademark Security Agreement, as modified by this Reaffirmation.

SECTION 4. Confirmation, and Acknowledgement. The Grantor hereby reaffirms and confirms its respective obligations under the Trademark Security Agreement, as modified by this Reaffirmation. The execution, delivery, and effectiveness of this Reaffirmation shall not operate as a waiver of any power, remedy, or right of any Agent or any Lender, or constitute a waiver of any provision of, or any past or future noncompliance with, any of the Loan Documents or any other documents, instruments, and agreements executed or delivered in connection therewith, and shall not operate as a consent to any further or other matter under the Loan Documents. The Grantor expressly agrees and understands that by entering into and performing its obligations hereunder, this Reaffirmation shall not constitute a novation, and shall in no way adversely affect or impair the priority of Liens of the Collateral Agent on the Collateral.

SECTION 5. Further Assurances. The Grantor agrees to do such further acts and things and to execute and deliver to the Payment Agent such other instruments, in form and substance satisfactory to the Payment Agent, as any the Payment Agent shall request in order to effectuate the provisions of this Reaffirmation.

SECTION 6. Governing Law. This Reaffirmation shall, in all respects, be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof (other than Section 5-1401 of the New York General Obligations Law) that would permit or require the application of the law of any other jurisdiction.

SECTION 7. Counterparts. This Reaffirmation may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. For the purposes hereof, a facsimile or electronic copy of a party's signature shall be deemed an original signature. If duly requested, the manually-executed original documents shall be promptly delivered.

SECTION 8. Successors and Assigns. This Reaffirmation shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

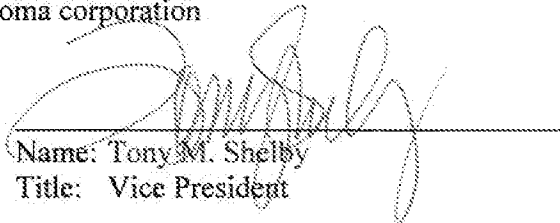
SECTION 9. Severability. Any provision of this Reaffirmation held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof; and the invalidity, illegality, or unenforceability of a particular provision in a particular jurisdiction shall not affect the validity, legality, or enforceability of that provision in any other jurisdiction.

[The signature pages follow. The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation to be executed by their respective officers thereunto duly authorized as of the date first written above.

EL DORADO CHEMICAL COMPANY, an  
Oklahoma corporation

By:



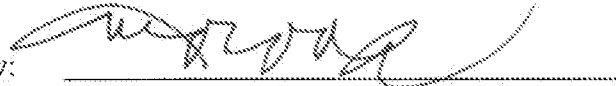
Name: Tony M. Shelby  
Title: Vice President

REAFFIRMATION OF THE TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004513 FRAME: 0239**

BANC OF AMERICA LEASING & CAPITAL,  
LLC, as Collateral Agent and as Administrative Agent

By:



Name: Albert Z. Norona

Title: Senior Vice President

REAFFIRMATION OF THE TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004513 FRAME: 0240**



**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

U.S. Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
EL DORADO (& Design)	1,427,064	02/03/87
E-2	833,891	08/22/67

**TRADEMARK APPLICATIONS**

None

**TRADEMARK LICENSES**

None