

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chemtrade Performance Chemicals US, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Manufacturers and Traders Trust Company, as Collateral Trustee
<b>Street Address:</b>	One M&T Plaza
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>Entity Type:</b>	Banking Corporation: NEW YORK

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	0923709	K-BRITE
Registration Number:	1193469	VIRCHEM D-OX
Registration Number:	3202908	CALZEEN
Registration Number:	0621972	VIRGINIA CHEMICALS
Registration Number:	1047431	VIRTEX
Registration Number:	3924056	CPROX
Registration Number:	0708265	V-BRITE
Registration Number:	1472742	REACTASTRIP
Registration Number:	1472741	REACTAVAT

**CORRESPONDENCE DATA**

Fax Number: (310)229-1972  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-788-1272

**900195408**

**TRADEMARK  
 REEL: 004569 FRAME: 0276**

**CH \$240.00 0923709**

Email: jehrich@kayescholer.com  
Correspondent Name: Judi Ehrlich c/o Kaye Scholer LLP  
Address Line 1: 1999 Avenue of the Stars  
Address Line 2: 17th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	2021 V. GILBERT
NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/s/ Judi Ehrlich
Date:	06/24/2011
<b>Total Attachments: 5</b> source=US - Trademark Security Agreement 20912832_1#page1.tif source=US - Trademark Security Agreement 20912832_1#page2.tif source=US - Trademark Security Agreement 20912832_1#page3.tif source=US - Trademark Security Agreement 20912832_1#page4.tif source=US - Trademark Security Agreement 20912832_1#page5.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "*Agreement*"), dated as of June 24, 2011, by Chemtrade Performance Chemicals US, LLC, a Delaware limited liability company (the "*Grantor*"), in favor of Manufacturers and Traders Trust Company, a New York Banking Corporation, in its capacity as Collateral Trustee under the hereinafter defined Collateral Trust Agreement (the "*Collateral Trustee*").

### WITNESSETH:

A. Reference is made to that certain Collateral Trust Agreement dated as of August 2, 2005, originally entered into between the Collateral Trustee and Chemtrade Logistics (US), Inc., Grantor, BCT Chemtrade US, LLC, Chemtrade Sulphur US Holdings Inc., Peak Sulfur, Inc. (now Chemtrade Refinery Services Inc.), Peak Chemical, L.L.C. (now Chemtrade Phosphorous Specialties L.L.C.) and Chemtrade P2S5 Inc. (collectively, the "*Existing Grantors*") (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Collateral Trust Agreement*").

B. This Agreement is made to secure the payment and performance of the Secured Debt (as defined in the Collateral Trust Agreement). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Collateral Trust Agreement.

C. This Agreement is given pursuant to the Collateral Trust Agreement, and each and every term and provision of the Collateral Trust Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

NOW, THEREFORE, in consideration of the making of the financial accommodations described in the Collateral Trust Agreement and the covenants, agreements, representations and warranties set forth in this Agreement:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Secured Debt, Grantor hereby grants to the Collateral Trustee for the benefit of the Secured Parties, a security interest in and continuing lien, on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income,

payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to that certain Pledge and Security Agreement dated as of August 2, 2005 entered into between the Collateral Trustee and the Existing Grantors (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"). This Agreement is governed by the Pledge and Security Agreement, to which reference should be made for a full description of the rights and remedies of the Collateral Trustee with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS MORE FULLY SET FORTH IN SECTION 8.15(A) OF THE PLEDGE AND SECURITY AGREEMENT, WHICH SECTION 8.15(A) IS INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH SET FORTH FULLY HEREIN, *MUTATIS MUTANDIS*.

SECTION 4. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

*[Signatures appear on the next page.]*

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

CHEMTRADE PERFORMANCE CHEMICALS  
US, LLC, a Delaware limited liability company,  
as Grantor

By: RBhandy  
Name:  
Title:

Accepted and Agreed:

MANUFACTURERS AND TRADERS TRUST COMPANY,  
as Collateral Trustee

By: \_\_\_\_\_  
Name: Aaron G. McManus  
Title: Vice President


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

CHEMTRADE PERFORMANCE CHEMICALS  
US, LLC, a Delaware limited liability company,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:


Accepted and Agreed:

MANUFACTURERS AND TRADERS TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Aaron G. McManus  
Title: Vice President

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
K-BRITE	923,709	11/16/1971	Registered
VIRCHEM D-OX	1,193,469	4/13/1982	Registered
CALZEEN	3,202,908	1/23/2007	Registered
VIRGINIA CHEMICALS and Design 	621,972	2/28/1956	Registered
VIRTEX	1,047,431	9/7/1976	Registered
CPROX	3,924,056	2/22/2011	Registered
V-BRITE	708,265	12/13/1960	Registered
REACTASTRIP	1,472,742	1/19/1988	Registered
REACTAVAT	1,472,741	1/19/1988	Registered