

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DuBois Chemicals, Inc.		04/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Administrative Agent		
Street Address:	4900 Tiedeman Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4092545	TRANSIT KLEEN	
Serial Number:	85310980	TRANS-MAX	
Serial Number:	85309232	SUPERBLEND	
Serial Number:	85288561	TRANSIT BRITE	
Serial Number:	85283578	DICASAN	
Serial Number:	85283565	ALTROX	
Serial Number:	85283559	EXTECON	
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		

OP \$190.00 4092545

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 020445-47

NAME OF SUBMITTER: John E. Slaughter

Signature: /John E. Slaughter/

Date: 04/17/2012

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of April 5, 2012 (as it may be amended, restated or otherwise modified from time to time, this "Agreement"), is by and between **DUBOIS CHEMICALS, INC.**, a Delaware corporation (and together with its successors and assigns, "Pledgor"), and **KEYBANK NATIONAL ASSOCIATION**, in its capacity as administrative agent (in that capacity, "Agent") under the Credit Agreement (as hereinafter defined) for the financial institutions from time to time party thereto (individually, a "Lender," and collectively, the "Lenders") and the other holders of the Debt (as defined below).

RECITALS:

Pledgor, DuBois Holding Company, a Delaware corporation ("Parent"), the lenders from time to time party thereto (collectively, the "Existing Lenders") and Agent are parties to that certain Credit and Security Agreement, dated as of September 26, 2008 (as amended prior to the date hereof, the "Existing Credit Agreement"), pursuant to which Agent and the Existing Lenders have provided a term loan facility, a letter of credit facility and a revolving credit facility to Pledgor.

As of the date hereof, the Existing Credit Agreement is being amended and restated in its entirety pursuant to the terms and conditions set forth in the Credit Agreement (as hereinafter defined).

Pledgor desires that Agent and the Lenders grant financial accommodations to the Pledgor as described in the Credit Agreement.

Pledgor understands that Agent and the Lenders are willing to grant financial accommodations to Pledgor as described in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Lenders and the other holders of the Debt (as hereinafter defined), a security interest in, and an assignment of, the Collateral (as hereinafter defined), and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Agent and the Lenders under the Credit Agreement and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"CIPO" shall mean the Canadian Intellectual Property Office.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

“Credit Agreement” shall mean the Amended and Restated Credit and Security Agreement dated as of April 5, 2012 by and among Pledgor, Parent, Agent and the Lenders, as the same may from time to time be further amended, restated or otherwise modified.

“Debt” shall mean, the Secured Debt as defined in the Credit Agreement.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“USPTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Debt, Pledgor hereby grants to Agent, for the benefit of the Lenders and other holders of the Debt, a security interest in any and all right, title and interest of Pledgor in and to the Collateral, whether now owned or existing or owned, acquired, or arising hereafter. Pledgor and Agent, on behalf of the Lenders and the other holders of the Debt, hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Debt, whether now existing or hereafter arising and (ii) is not to be construed as a present assignment of any Intellectual Property.

Notwithstanding anything herein to the contrary, in no event shall the Lien granted under this Section 2 attach to or be deemed to be created in any lease, license, contract, property rights or agreement to which Pledgor is a party and otherwise permitted hereunder or any of its rights or interests thereunder if and for so long as the grant of such security interest or lien shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Pledgor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any

relevant jurisdiction or any other applicable law or principles of equity), provided, however, that such security interest or lien shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) and (B) above.

3. Warranties and Representations. Pledgor represents and warrants to Agent, for the benefit of the Lenders and the other holders of the Debt, that as of the date hereof:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) except as set forth on Schedule 7.4 of the Credit Agreement, Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person and if determined adversely, would have a Material Adverse Effect;

(c) except for Permitted Liens, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks and applications for marks that such Pledgor now owns or uses in connection with its business and registered in the USPTO or CIPO, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is aware of no third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe any registered trademark or registered service mark in a manner which would not reasonably be expected to have a Material Adverse Effect; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A, attached hereto and made a part hereof, that said Patents constitute all the patents and applications for patents that Pledgor now owns or uses in connection with its business and registered in the USPTO or CIPO, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Pledgor further warrants that it is aware of no third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe any patent in a manner which would not reasonably be expected to have a Material Adverse Effect.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell, transfer (whether by merger, acquisition or otherwise) or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, other than in the ordinary course of business consistent with past practice, without Agent's prior written consent which shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Agent and Lenders and their employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in Section 5.22 of the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any material trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with each of the USPTO and the CIPO. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default (unless such Event of Default has been cured or waived prior to Agent providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice from Agent to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with each of the USPTO and CIPO.

(b) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Lenders and the other holders of the Debt, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the foregoing, with or without resort to Pledgor personally or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Agent may deem advisable, upon the occurrence and during the continuation of an Event of Default, Agent, in its discretion, may sell, assign, transfer and deliver any of the Collateral held by it at any time, or from time to time, by at public or private sale, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as Agent deems advisable, in its reasonable discretion (subject to any and all mandatory legal requirements). Agent shall give Pledgor no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. Pledgor hereby acknowledges that any private sale referenced above may be at prices and on terms less favorable to the seller than the prices and terms that might have been obtained at a public sale. To the extent the rights of notice cannot be legally waived hereunder, Pledgor agrees that any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to Pledgor at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice. Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. At any such public sale, Agent may purchase the Collateral, or any part

thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Debt, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Debt shall remain liable for any deficiency. In addition, upon the occurrence and during the continuance of an Event of Default, Agent shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

8. Termination. At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25 and 26 and all releases and indemnities shall survive any termination of this Agreement. This Agreement shall continue to be effective or shall be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Debt is rescinded or must otherwise be restored or returned by Agent or any holder of the Debt as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Debt is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including without limitation, reasonable attorneys' fees and disbursements) incurred by Agent or any holder of the Debt in defending and enforcing such reinstatement shall be deemed to be included as part of the Debt. Upon such termination, the security interest granted herein and under the Loan Documents in the Collateral shall automatically terminate and release. Upon any such termination or release, Agent will, at Pledgor's sole expense, release all the Collateral held by Agent hereunder, and execute and deliver to Grantor such documents and releases as Pledgor shall reasonably request to evidence such termination or release.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer material to Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any material taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid after such demand, shall be added to the principal amount of the Debt.

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, and unless Pledgor determines in the reasonable business judgment of Pledgor that the maintenance of such collateral is no longer necessary, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any

reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment would not reasonably be expected to result in a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

11. Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and the Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and the Lenders elect to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Lenders and the other holders of the Debt, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Lenders and the other holders of the Debt, may after reasonable notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof.

16. Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may refile or re-record this Agreement with the USPTO and CIPO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Agent, the Lenders or any other holder of the Debt, nor any failure to exercise, nor any delay in exercising, on the part of Agent, the

Lenders or any other holder of the Debt, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Agent, the Lenders and the other holders of the Debt with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications; Counterparts. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of the Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart by electronic transmission shall be effective as delivery of a manually executed counterpart.

21. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and assigns and shall inure to the benefit of, be enforceable and exercisable by, and be binding upon, Agent on behalf of and for the benefit of the Lenders and any other holder of the Debt, and their respective successors and assigns; provided, however, Pledgor may not assign its rights or delegate its duties hereunder without the prior written consent of the Lenders under the Credit Agreement. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given as provided in Section 11.4 of the Credit Agreement.

23. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL. The terms of Section 11.15 and Section 11.20 of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

24. Indemnity; Administration, Enforcement, and Termination; Interest. Pledgor will reimburse (a) Agent, on Agent's demand from time to time, for any and all reasonable out-of-pocket fees, costs, and expenses (including, without limitation, the reasonable fees and disbursements of legal counsel), incurred by Agent in administering this Agreement and (b) Agent and each Lender, from time to time on demand, for all Related Expenses and any other reasonable out-of-pocket fees, costs, and expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by such Person in enforcing, exercising, or protecting its rights under this Agreement or under applicable law, or in attempting to do any of the foregoing. Pledgor agrees that if and when Agent's security interest shall have terminated in accordance with the provisions of this Agreement, Pledgor will, on Agent's demand from time to time, reimburse Agent for any and all reasonable fees, costs, and expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by Agent

in releasing or terminating each assignment, financing statement, or other writing signed pursuant to this Agreement. If any amount owing under this Agreement is not paid when due, then, and in each such case, Pledgor shall pay, on Agent's demand, interest on that amount at the Default Rate in accordance with the terms of the Credit Agreement.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent, for the benefit of the Lenders and the other holders of the Debt, pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt (other than contingent obligations for which no claims have been asserted) shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent, the Lenders and the other holders of the Debt, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

- (a) the granting by Agent, any Lender or any other holder of the Debt of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent, any Lender or any other holder of the Debt to grant any other credit to any Obligor even if Agent or any Lender thereby breaches any duty or Commitment to Pledgor or any other Person,
- (b) the application by Agent, any Lender or any other holder of the Debt of credits, payments, or proceeds to any portion of the Debt,
- (c) any extension, renewal, or refinancing of the Debt in whole or in part,
- (d) any amendment, restatement, or other modification of any kind in, to, or of any Related Writing, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement),
- (e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor, whether or not Agent, any Lender or any other holder of the Debt receive consideration for the release,
- (f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,
- (g) the failure of Agent, any Lender or any other holder of the Debt to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent, any Lender or any other holder of the Debt in respect of the Debt or any part thereof or any security therefor,
- (h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or
- (i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of

contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability, of the Debt or any part thereof or of any Related Writing.

26. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent, any Lender or any other holder of the Debt, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. Pledgor's Assent to Extensions, Releases, and Settlements. With respect to the Collateral, Pledgor assents to any extension or postponement of the time of payment thereof or any other indulgence in connection therewith, to any exchange, release, replacement, or substitution of Collateral, to any addition or release of any Account Debtor, to any acceptance of any partial payment thereon and to any adjustment, compromise, or settlement in respect thereof, all in such manner and at such time or times as Agent shall deem advisable.

28. Maximum Liability of Pledgor. Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of Pledgor's liability hereunder exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Pledgor) would not render the rights to payment of Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

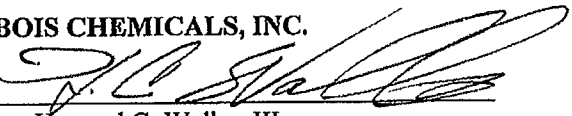
29. Entire Agreement. This Agreement, the other Loan Documents and the other documents relating to the Debt represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Loan Documents, any other documents relating to the Debt, or the transactions contemplated herein and therein.

30. Rights of Required Lenders. All rights of Agent hereunder, if not exercised by Agent, may be exercised by the Required Lenders.

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

PLEDGOR:

DUBOIS CHEMICALS, INC.

By: 
Name: Howard C. Walker III
Its: Vice President, Secretary and Treasurer

AGENT:

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Its: _____

PLEDGOR:

DUBOIS CHEMICALS, INC.

By: _____
Name: _____
Its: _____

AGENT:

**KEYBANK NATIONAL ASSOCIATION,
as Agent**

By: Ryan M. Fisk
Name: RYAN FISK
Its: VICE PRESIDENT

SCHEDULE A

PATENTS

**DuBois Chemicals, Inc.
(Delaware Corporation)**

U.S. Patents

Issued Patents

Description	Patent No.	Issued
APPARATUS FOR CLEANING PAPER MACHINE PRESS FABRICS ON-THE-RUN	7918968	04/05/11

Pending Applications

Description	Appl. No.	Filing Date

SCHEDULE B

TRADEMARKS

**DuBois Chemicals, Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Mark

Mark	Registration No.	Registration Date
TRANSIT KLEEN	4092545	01/24/12

Pending Applications

Mark	Application No.	Filing Date
TRANSMAX	85310980	05/03/11
SUPERBLEND	85309232	04/30/11
TRANSIT BRITE	85288561	04/07/11
DICASAN	85283578	04/01/11
ALTROX	85283565	04/01/11
EXTECON	85283559	04/01/11

SCHEDULE C

LICENSES

NONE

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF APRIL 5, 2012 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY DUBOIS CHEMICALS, INC., A DELAWARE CORPORATION (AND TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE LENDERS AND THE OTHER HOLDERS OF THE DEBT AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: _____
Date: _____