

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC		06/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tronox LLC		
Street Address:	3301 N.W. 150th St., Suite 300		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73134		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0651632	TRONA	
Registration Number:	0769354	TRONOX	
CORRESPONDENCE DATA			
Fax Number:	9177773906		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 735-3906		
Email:	Faith.Robinson@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Attn: John Deming, Esq.		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	567160/358		
NAME OF SUBMITTER:	John Deming		

Signature:	/John Deming/
Date:	07/12/2012
<b>Total Attachments: 3</b> source=TM Release - Wells Fargo Capital Finance, LLC to Tronox LLC#page1.tif source=TM Release - Wells Fargo Capital Finance, LLC to Tronox LLC#page2.tif source=TM Release - Wells Fargo Capital Finance, LLC to Tronox LLC#page3.tif	

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 18th day of June, 2012, by WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, located at 150 South Wacker Drive, Chicago, IL 60606, as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, the "Assignor"), in favor of TRONOX LLC, a Delaware limited liability company, located at 3301 N.W. 150<sup>th</sup> St., Suite 300, Oklahoma City, Oklahoma 73134 (the "Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement or Security Agreement referred to below, as applicable.

**WHEREAS**, Assignor and Assignee entered into (i) a Credit Agreement dated as of February 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), (ii) a Security Agreement dated as of February 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (iii) a Trademark Security Agreement, dated as of February 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on February 22, 2011, at Reel 004483/Frame 0386;

**WHEREAS**, pursuant to the Trademark Security Agreement, Assignee granted, assigned, and pledged to Assignor, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing Security Interest in all of such Grantor's right, title and interest in and to the Trademark Collateral, including the Trademarks listed on Exhibit A hereto, in each case, whether then owned or thereafter acquired or arisen; and

**WHEREAS**, the Assignor now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral and reassign any and all interest that it may have therein to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates and releases its Security Interest in the Trademark Collateral, and reassigns any and all interest that it may have therein to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release.

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

WELLS FARGO CAPITAL FINANCE, LLC, as  
Agent

By: 

Name: DAN LAVEN

Title: V.P.

Release of Security Interest in Trademarks

TRADEMARK  
REEL: 004819 FRAME: 0868

**EXHIBIT A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Reg. No</u> <b>(App. No.)</b></b>	<b><u>Reg. Date</u> <b>(App. Date)</b></b>	<b><u>Record</u> <b>Owner</b></b>	<b><u>Country</u></b>
<b>TRONA</b>	<b>651,632</b>	<b>9-17-1957</b>	<b>Tronox LLC</b>	<b>USA</b>
<b>TRONOX</b>	<b>769, 354</b>	<b>5-12-1964</b>	<b>Tronox LLC</b>	<b>USA</b>