

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment & Security Agreement of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Pacific Corporation		10/26/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Mail Code OH-01-27-207
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1798447	HALOTRON
Registration Number:	1329366	CHLORMASTER
Registration Number:	0923135	PEPCON
Registration Number:	1245101	ODOR MASTER
Registration Number:	2918861	EXCEEDING CUSTOMER EXPECTATIONS
Registration Number:	3700324	AMPAC
Registration Number:	3878146	AMPAC

CORRESPONDENCE DATA

Fax Number: 2165790212
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-586-3939
 Email: toddmiller@jonesday.com, pcyngier@jonesday.com
 Correspondent Name: Todd R. Miller

CH \$190.00 1798447

Address Line 1: 901 Lakeside Avenue
Address Line 2: JONES DAY
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 601755-049179-AMPAC

NAME OF SUBMITTER: Todd R. Miller

Signature: /Todd R. Miller/

Date: 11/09/2012

Total Attachments: 6
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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of October 26, 2012 (“Agreement”), between American Pacific Corporation, a Nevada corporation (together with its successors and assigns, the “Assignor”), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of October 26, 2012 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among American Pacific Corporation, a Delaware corporation (the “Borrower”), the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of October 26, 2012 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and


(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AMERICAN PACIFIC CORPORATION

By: 
Name: Dana M. Kelley
Title: Chief Financial Officer and Treasurer

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Suzannah Valdivia
Title: Vice President

SCHEDULE A
TO THE COLLATERAL ASSIGNMENT OF TRADEMARKS

Applicant/ Current Owner Assignee	Title / Mark	Registration (File Date)	Registration No. (Serial / Application No.)	Country
American Pacific Corporation (NV)	Halotron	10/12/1993 / (03/20/1992)	1798447	U.S.
	Chlormaster	04/09/1985	1329366	U.S.
	Pepcon	11/02/1971	923135	U.S.
	Odor Master	07/12/1983	1245101	U.S.
	Exceeding customer expectations	01/18/2005	2918861	U.S.
	AMPAC (swirl graphic and word)	10/20/2009 (9/25/2007)	3,700,324 (77/977,784)	U.S.
	AMPAC (swirl graphic and word)	11/16/2010	3,878,146	U.S.