

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRONEX INTERNATIONAL, INC.		10/31/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One South Broad Street		
Internal Address:	MAC Y1375-031		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19109		
Entity Type:	Financial Institution: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1669283	TRONEX	
Registration Number:	1884798	SERVICE TO MANKIND ENERGY INTENSITY FOCUS	
Registration Number:	1945718		
Registration Number:	2482802	THE CHOICE	
Registration Number:	2502366	SYNTECH	
Registration Number:	2612826	AIR TOUCH	
Registration Number:	2909791	QUALITY IS A JOURNEY NOT A DESTINATION	
Registration Number:	3417868	"MAKING A POSITIVE DIFFERENCE AND THE WORLD A BETTER PLACE."	
Registration Number:	3501330	TRONEX PAK	
Registration Number:	3501790	SAFETY THROUGH EDUCATION	
Registration Number:	3505196	CLEANNSAFE	
Registration Number:	3575882	NEW AGE	

CH \$340.00 1669283

Registration Number:

3596222

THE CHOICE

CORRESPONDENCE DATA

Fax Number: 2158325619

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

Phone: 215.569.5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye, Esquire

Address Line 1: 130 N. 18th Street

Address Line 2: One Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

107337-01188 (TRONEX)

NAME OF SUBMITTER:

Timothy D. Pecsénye

Signature:

/Timothy D. Pecsénye/

Date:

11/30/2012

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 31, 2012 by and between TRONEX INTERNATIONAL, INC., a corporation organized under the laws of the State of New Jersey (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantor, such other Persons joined to the Credit Agreement from time to time as borrowers, and the Lender, pursuant to which the Lender has agreed to make loans and other financial accommodations to the Grantor upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lender to make such loans and other financial accommodations is conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof, pursuant to which Grantor grants to the Lender a security interest in and to the IP Collateral (as defined herein), in order to secure the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Collateral" shall have the meaning assigned to such term in the Credit Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Grantor" and "Grantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 of this Agreement.

"IP Collateral" shall have the meaning assigned to such term in Section 2 of this Agreement.

"Lender" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

"Patents" shall mean all patents and applications for patents of Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in paragraphs (d) and (e) of Schedule 1.1 to the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Credit Agreement) granted by the Grantor to the Lender under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby ratifies such Security Interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code,

data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this Section 3, Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantor's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list as of the Closing Date of all registered United States Copyrights owned by Grantor, applications of Grantor for registered United States Copyrights and all Copyright Licenses to which Grantor is a party as of the date hereof (other than commercially available off the shelf computer programs, products or applications).

(b) **EXHIBIT B** is a true, correct and complete list as of the Closing Date of all registered United States Patents owned by Grantor, applications of Grantor for registered United States Patents and all Patent Licenses to which Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list as of the Closing Date of all registered United States Trademarks owned by Grantor, applications of such Grantor for registered United States Trademarks and all Trademark Licenses to which Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, as of the Closing Date none of the Intellectual Property owned by Grantor is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to result in a Material Adverse Change. The use by Grantor of the Intellectual Property does not infringe the rights of any Person in any respect that could reasonably be expected to result in a Material Adverse Change. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to result in a Material Adverse Change.

(g) Grantor shall give the Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Grantor's obtaining rights to, or acquiring ownership of, any new Intellectual Property or filing applications for registration of any new Intellectual Property (other than the acquisition by Grantor of the right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

(ii) Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

(iii) Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii) and (iv) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by Grantor of any additional Intellectual Property, Grantor shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and Grantor hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. So long as no Event of Default exists, the Grantor shall have the exclusive right, in its commercially reasonable business judgement, to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor shall provide the Lender with written notice of the Grantor's institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to result in a Material Adverse Change.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantor, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of

(a) Grantor's failure to perform or observe any of Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which Grantor is subject under applicable law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies. Upon the occurrence and during the continuance of an Event of Default, the use by the Lender of all Patents, Trademarks, Copyrights, Licenses and other Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Lender to the Grantors.

SECTION 9. Lender As Attorney-In-Fact.

(a) Grantor hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for Grantor and in Grantor's name or otherwise, for the use and benefit of the Lender:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of an Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of an Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Credit Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security

Interest (as defined in the Credit Agreement) granted to the Lender under the Credit Agreement. All provisions of the Credit Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Credit Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Continuing Agreement. This Agreement is a continuing agreement and shall continue in effect and be binding upon each of the Grantors until payment and performance in full, in cash, of the Obligations.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

SECTION 15. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

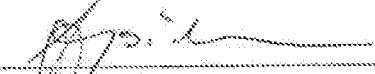
SECTION 16. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

TRONEX INTERNATIONAL, INC.

By: 
Name: Donald L. Chu
Title: President and Chief Executive Officer

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Marcus F. Brown
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

TRONEX INTERNATIONAL, INC.

By: _____
Name: Donald L. Chu
Title: President and Chief Executive Officer

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____
Name: Marcus F. Brown
Title: Vice President

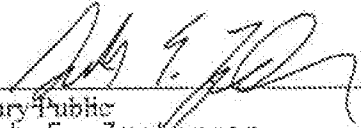
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 004910 FRAME: 0941**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY : SS
COUNTY OF MORRIS :

On this 5th of October, 2012, before me personally appeared Donald L. Chu, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Tronex International, Inc., a New Jersey corporation, that he signed the Intellectual Property Security Agreement pursuant to the authority vested in him by law; that the within Intellectual Property Security Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


Notary Public
Seth E. Zuckerman
Attorney at Law
State of New Jersey

My Commission Expires

[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark	Registration #	Serial #	Filing Date	Registration Date
Tronex	1,669,283	74,065,680	June 04, 1990	Dec. 24, 1991
Service to Mankind Energy Intensity Focus (with dolphin logo)	1,884,798	74,506,520	Mar. 29, 1994	Mar. 21, 1995
Logo only of happy face glove	1,945,718	74,627,798	Jan. 31, 1995	Jan. 02, 1996
The Choice	2,482,802	75,487,115	May 18, 1998	Aug. 28, 2001
Syntech	2,502,366	75,489,399	May 18, 1998	Oct. 30, 2001
Air Touch	2,612,826	78,054,767	Mar. 21, 2001	Aug. 27, 2002
Quality is a Journey not a designation	2,909,791	76,528,150	July 03, 2003	Dec. 14, 2004
Making a positive difference and the world a better place	3,417,868	77,254,205	Aug. 13, 2007	April 29, 2008
Tronex Pak	3,501,330	77,387,533	Feb. 04, 2008	Sep. 16, 2008
Safety Through Education	3,501,790	77,434,825	Mar. 28, 2008	Sep. 16, 2008
CLEANnSAFE	3,505,196	77,434,544	Mar. 28, 2008	Sep. 23, 2008
New Age	3,575,882	77,518,265	July 09, 2008	Feb. 17, 2009
The Choice (Herbs)	3,596,222	77,387,494	Feb. 04, 2008	March 24, 2009

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