TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		104/24/2013 1	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Chemtura Corporation	
Street Address:	199 Benson Road	
City:	Middlebury	
State/Country:	CONNECTICUT	
Postal Code:	06749	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3407641	DIAMOND

CORRESPONDENCE DATA

Fax Number: 8602758299

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

via US Mail.

Phone: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/
Date:	04/24/2013
	TRADEMARK

REEL: 005012 FRAME: 0991

DP \$40.00 3407641

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PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Release*") is made as of April 24, 2013, by BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Chemtura Corporation, a Delaware corporation (the "*Company*") and each of the Persons listed on <u>Schedule A</u> attached hereto (together with the Company, collectively, the "*Grantors*").

WHEREAS, the Company and the Subsidiary Borrowers (together with the Company, the "Borrowers") entered into a Senior Secured Revolving Facility Credit Agreement dated as of November 10, 2010 (as amended by Amendment No. 1 to the Senior Secured Revolving Facility Credit Agreement dated as of March 22, 2011 and by Amendment No. 2 to the Senior Secured Revolving Facility Credit Agreement dated as of December 22, 2011, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Administrative Agent and the Lender Parties and other agents party thereto. Terms defined in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Grantors party thereto executed and delivered that certain Security Agreement dated as of November 10, 2010 made by the Grantors party thereto to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors party thereto executed and delivered (i) that certain Second Lien Intellectual Property Security Agreement dated as of November 10, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") and (ii) that certain Second Lien Intellectual Property Security Agreement Supplement dated as of February 17, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), in each case, pursuant to which the Grantors granted to the Administrative Agent a security interest in all of the Grantors' right, title, and interest in and to certain intellectual property (such intellectual property, collectively, the "Pledged IP Collateral");

WHEREAS, the IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on March 21, 2011 at Reel 027881, Frame 0374; with the Trademark Division of the United States Patent and Trademark Office on March 21, 2011 at Reel 004508, Frame 00225; and with the United States Copyright Office on February 17, 2011 at Volume 3600, Document No. 379;

WHEREAS, the IP Security Agreement Supplement was recorded with the United States Copyright Office on December 19, 2011 at Volume 3611, Document No. 680; and

WHEREAS, the Company desires to transfer certain of its assets, including a portion of the Pledged IP Collateral, to certain third parties, and has requested that the Administrative Agent release its security interest in such portion of the Pledged IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

SECTION 1. <u>Partial Release of Security Interest</u>. The Administrative Agent, on behalf of itself and the other Secured Parties, hereby terminates and releases all of the Administrative Agent's security

interest in all of the Grantors' right, title, and interest in and to the following portion of the Pledged IP Collateral (the "Released IP Collateral"):

- a. all patents and patent applications set forth in Schedule B hereto (the "Patents");
- b. all trademark and service mark registrations and applications set forth in <u>Schedule C</u> hereto, together, in each case, with the goodwill symbolized thereby (the "*Trademarks*");
- c. all copyright registrations and applications set forth in <u>Schedule D</u> hereto (the "*Copyrights*");
- d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing, except for any and all proceeds received by the Grantors from the transfer of the Released IP Collateral in connection with which this Release is made.

The foregoing release of the Released IP Collateral shall be limited only to the Released IP Collateral, made by the Administrative Agent for the benefit of the Grantors as of the date hereof. The release of the Administrative Agent's security interest in the Released IP Collateral shall not be construed to evidence or reflect the payment or satisfaction of any of the indebtedness or other obligations of the Grantors or any of their affiliates to the Administrative Agent or any of the Lender Parties. The foregoing release of the Released IP Collateral is made without any representation or warranty by the Administrative Agent as to the Released IP Collateral.

SECTION 2. <u>Recordation</u>. The Administrative Agent hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

BANK OF AMERICA, N.A., as the Administrative Agent

Name:

Title:

TRADEMARK

REEL: 005012 FRAME: 0995

Schedule A

Grantors

None.

Schedule B

Patents

None.

Schedule C

Trademarks

Trademark	Country	Owner	Status	Appl No.	Appl Date	Reg No.	Reg Date
DIAMOND	United	Chemtura	Registered	76319561	28-Sep-01	3407641	8-Apr-08
	States	Corporation			_		-

Schedule D

Copyrights

None.

TRADEMARK REEL: 005012 FRAME: 0999

RECORDED: 04/24/2013