

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Chemical Performance Products LLC		01/23/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Manufacturers and Traders Trust Company
<b>Street Address:</b>	One M and T Plaza
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>Entity Type:</b>	New York Banking Corporation: NEW YORK

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2137390	AL+CLEAR
Registration Number:	2125487	SYNGROW
Registration Number:	1546850	ALUM OP
Registration Number:	1933616	GENERAL CHEMICAL ISO 9002
Registration Number:	1873487	CLAR+ION
Registration Number:	2043446	GEN+PAS
Registration Number:	2067274	HICLAY
Registration Number:	1626516	
Registration Number:	1945088	GENERAL CHEMICAL
Registration Number:	2183996	GENERAL CHEMICAL
Registration Number:	1552371	GENERAL CHEMICAL
Registration Number:	1719714	GENERAL CHEMICAL FIVE STAR QUALITY
Registration Number:	1728775	GEN+PAC

CH \$390.00 2137390

Registration Number:	4153063	HYPER+ION
Registration Number:	4153138	GEN+ION

**CORRESPONDENCE DATA**

Fax Number: 3146673633  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3145526000  
Email: ipdocket@thompsoncoburn.com  
Correspondent Name: Shoko Naruo  
Address Line 1: One US Bank Plaza  
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	57719-129048
NAME OF SUBMITTER:	Shoko Naruo
Signature:	/SN/
Date:	01/28/2014

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "*Agreement*"), dated as of January 23, 2014, by General Chemical Performance Products LLC, a Delaware limited liability company (the "*Grantor*"), in favor of Manufacturers and Traders Trust Company, a New York Banking Corporation, in its capacity as Collateral Trustee under the hereinafter defined Collateral Trust Agreement (the "*Collateral Trustee*").

### WITNESSETH:

A. Reference is made to that certain Collateral Trust Agreement dated as of August 2, 2005, originally entered into between the Collateral Trustee and Chemtrade Logistics (US), Inc., Grantor, BCT Chemtrade US, LLC, Chemtrade Sulphur US Holdings Inc. (now Chemtrade Sulphur US Holdings LLC), Peak Sulfur, Inc. (now Chemtrade Refinery Services Inc.), Peak Chemical, L.L.C. (now Chemtrade Phosphorous Specialties L.L.C.) and Chemtrade P2S5 Inc. (collectively, the "*Existing Grantors*") (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Collateral Trust Agreement*").

B. This Agreement is made to secure the payment and performance of the Secured Debt (as defined in the Collateral Trust Agreement). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Collateral Trust Agreement.

C. This Agreement is given pursuant to the Collateral Trust Agreement, and each and every term and provision of the Collateral Trust Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

NOW, THEREFORE, in consideration of the making of the financial accommodations described in the Collateral Trust Agreement and the covenants, agreements, representations and warranties set forth in this Agreement:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Secured Debt, Grantor hereby grants to the Collateral Trustee for the benefit of the Secured Parties, a security interest in and continuing lien, on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any

injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to that certain Pledge and Security Agreement dated as of August 2, 2005 entered into between the Collateral Trustee, the Existing Grantors and other Grantors, including the Grantor, from time to time party thereto (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Pledge and Security Agreement*"). This Agreement is governed by the Pledge and Security Agreement, to which reference should be made for a full description of the rights and remedies of the Collateral Trustee with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control and govern.

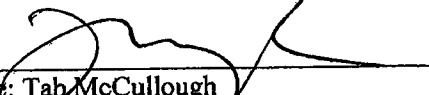
SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS MORE FULLY SET FORTH IN SECTION 8.15(A) OF THE PLEDGE AND SECURITY AGREEMENT, WHICH SECTION 8.15(A) IS INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH SET FORTH FULLY HEREIN, *MUTATIS MUTANDIS*.

SECTION 4. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GENERAL CHEMICAL PERFORMANCE  
PRODUCTS LLC, a Delaware limited liability  
company, as Grantor

By:   
Name: Tab McCullough  
Title: Vice-President

Accepted and Agreed:

MANUFACTURERS AND TRADERS TRUST COMPANY,  
as Collateral Trustee

By: \_\_\_\_\_  
Name: Aaron G. McManus  
Title: Vice President

SIGNATURE PAGE TO  
(US) TRADEMARK SECURITY AGREEMENT  
(GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC)

TRADEMARK  
REEL: 005202 FRAME: 0881

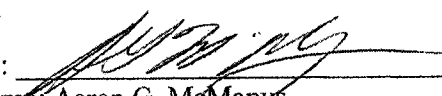
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GENERAL CHEMICAL PERFORMANCE  
PRODUCTS LLC, a Delaware limited liability  
company, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

MANUFACTURERS AND TRADERS TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Aaron G. McManus  
Title: Vice President

SIGNATURE PAGE TO  
(US) TRADEMARK SECURITY AGREEMENT  
(GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC)

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
AL+CLEAR	2,137,390	02/17/1998	Registered
SYNGROW	2,125,487	12/30/1997	Registered
ALUM OP	1,546,850	07/04/1989	Registered
GENERAL CHEMICAL ISO 9002 (and Design)	1,933,616	11/07/1995	Registered
CLAR+ION	1,873,487	01/17/1995	Registered
GEN+PAS	2,043,446	03/11/1997	Registered
HICLAY	2,067,274	06/03/1997	Registered
(Design Element)	1,626,516	12/11/1990	Registered
GENERAL CHEMICAL + DESIGN	1,945,088	01/02/1996	Registered
GENERAL CHEMICAL & DESIGN	2,183,996	08/25/1998	Registered
GENERAL CHEMICAL	1,552,371	08/15/1989	Registered
GENERAL CHEMICAL FIVE STAR QUALITY AND DESIGN	1,719,714	09/29/1992	Registered
GEN+PAC	1,728,775	11/03/1992	Registered
HYPER+ION	4,153,063	06/05/2012	Registered
GEN+ION	4,153,138	06/05/2012	Registered