

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Chemical LLC		01/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One M and T Plaza		
Internal Address:	7th Floor		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	New York Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2093013	REHYDRAGEL	
Registration Number:	1026485	REHYDRAGEL	
Registration Number:	2578617	NUTRI-K	
Registration Number:	2739638	PHARMA-K	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

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TRADEMARK

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NAME OF SUBMITTER:	Shoko Naruo
Signature:	/SN/
Date:	01/28/2014
Total Attachments: 5 source=General Chemical LLC - TM Security Agreement#page1.tif source=General Chemical LLC - TM Security Agreement#page2.tif source=General Chemical LLC - TM Security Agreement#page3.tif source=General Chemical LLC - TM Security Agreement#page4.tif source=General Chemical LLC - TM Security Agreement#page5.tif	

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 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 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 LLC)

TRADEMARK
REEL: 005202 FRAME: 0900


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 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 LLC)

TRADEMARK
REEL: 005202 FRAME: 0901

EXHIBIT A

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Status
REHYDRAGEL	2,093,013	09/02/1997	Registered
REHYDRAGEL	1,026,485	12/09/1975	Registered
NUTRI-K	2,578.617	06/11/2002	Registered
PHARMA-K	2,739,638	07/22/2003	Registered