

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment (R/F 004896/0846)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keybank National Association, as Agent		02/27/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	American Pacific Corporation
Street Address:	3883 Howard Hughes Parkway
Internal Address:	Suite 700
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89169
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1798447	HALOTRON
Registration Number:	1329366	CHLORMASTER
Registration Number:	923135	PEPCON
Registration Number:	1245101	ODOR MASTER
Registration Number:	2918861	EXCEEDING CUSTOMER EXPECTATIONS
Registration Number:	3700324	AMPAC
Registration Number:	3878146	AMPAC

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200
 Email: angela.amaru@lw.com

CH \$190.00 1798447

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
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ATTORNEY DOCKET NUMBER:	038507-0356
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	02/27/2014

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of February 27, 2014 by KEYBANK NATIONAL ASSOCIATION, as administrative agent for certain financial institutions (“**Agent**”) in favor of American Pacific Corporation, a Nevada corporation (“**AmPac**”).

WITNESSETH:

WHEREAS, Agent and AmPac are party to that certain Collateral Assignment of Trademarks, dated as of October 26, 2012 (the “**Security Agreement**”; terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which AmPac assigned, transferred, conveyed and granted to Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right to set-off against (whether then owned or thereafter acquired by AmPac and whether acquired in the United States or elsewhere in the world) all right, title and interest of AmPac in and to the Trademark Collateral (as defined below), whether then existing or thereafter acquired (the “**Security Interest**”); and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on November 9, 2012 at Reel/Frame 004896/0846; and

WHEREAS, Agent acknowledges full payment and performance of the Secured Obligations and accordingly has agreed to terminate and release the entirety of its Security Interest in and to AmPac’s Trademark Collateral.

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

1. Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests in all of AmPac’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) all trademarks, trade names and service marks registered with the USPTO (including, without limitation, those listed on Schedule A to this Release);

(b) all applications for the registration of trademarks, trade names and service marks filed with the USPTO (including, without limitation, those listed on Schedule A to this Release);

(c) 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;

(d) 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;

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

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

(g) 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 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;

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

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

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

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

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

2. Agent hereby reassigns, grants and conveys to AmPac, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral. If and to the extent Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to AmPac.

3. Agent shall take all further actions, reasonably acceptable to Agent, and provide to AmPac and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by AmPac, each at AmPac's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officers as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION,
as Agent


By: 
Name: Suzannah Valdivia
Title: Vice President

EXHIBIT A

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.