

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARIZONA CHEMICAL COMPANY LLC		06/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, AS SECOND LIEN COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	85042395	ABIETA
Registration Number:	1154340	AQUATAC
Registration Number:	2810445	ARIZONA
Registration Number:	2779502	ARIZONA CHEMICAL
Registration Number:	1040769	
Serial Number:	85141165	ARIZONA CHEMICAL
Registration Number:	580811	CENTURY
Registration Number:	2886414	CENWAX
Registration Number:	1709624	MICROMID
Serial Number:	85141168	RENEWABLE RESOURCES. ENDLESS POSSIBILITIES
Registration Number:	724674	SYLFAT
Registration Number:	1040359	SYLFAT
Registration Number:	2617023	SYLVABLEND
Registration Number:	2770417	SYLVACLEAR
Registration Number:	2721617	SYLVACOTE
Serial Number:	85151875	SYLVADERM
Registration Number:	3768872	SYLVAFUEL
Registration Number:	2779604	SYLVAGEL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2623919	SYLVAGUM
Registration Number:	1306649	SYLVALITE
Registration Number:	2735891	SYLVALITE
Registration Number:	2433849	SYLVAPINE
Registration Number:	2211336	SYLVAPRINT
Registration Number:	2623918	SYLVARES
Registration Number:	733990	SYLVAROS
Serial Number:	85151851	SYLVASOL
Registration Number:	1085203	SYLVATAC
Registration Number:	1545955	SYLVATAC
Serial Number:	85114167	SYLVATAL
Registration Number:	3706809	UNICLEAR
Registration Number:	943515	UNIDYME
Registration Number:	1040777	UNIFLEX
Registration Number:	803277	UNI-REZ
Registration Number:	1262091	UNI-TAC
Registration Number:	2823322	ZONATAC
Registration Number:	4284739	SYLVACLEAR
Registration Number:	4263845	SYLVAGEL
Serial Number:	85776437	SYLVAPACK
Serial Number:	86079701	SYLVAROAD

CORRESPONDENCE DATA

Fax Number: 8668265420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39603
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	06/12/2014

Total Attachments: 9
source=39603#page1.tif
source=39603#page2.tif
source=39603#page3.tif

source=39603#page4.tif

source=39603#page5.tif

source=39603#page6.tif

source=39603#page7.tif

source=39603#page8.tif

source=39603#page9.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 12, 2014 (this "Agreement") is entered into by ARIZONA CHEMICAL COMPANY, LLC, a Delaware limited liability company (the "Grantor") and GOLDMAN SACHS BANK USA ("GS BANK"), as collateral agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement, dated as of June 12, 2014, among the Grantor, the other grantors named therein, and the Collateral Agent (the "Second Lien Pledge and Security Agreement").

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and a lien on certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured Trademarks (provided that no security interest shall be granted in any intent-to-use Trademark applications until such time as a verified "statement of use" or "amendment to allege use" with respect thereto has been filed with and accepted in the United States Patent and Trademark Office), subject to the terms and conditions of the Second Lien Pledge and Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Second Lien Pledge and Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Second Lien Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Pledge and Security Agreement, the terms of the Second Lien Pledge and Security Agreement shall control.

(c) THE INTEREST IN THE SECURED TRADEMARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE COLLATERAL AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

(ii) Modification of Agreement

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.5 of the Credit Agreement; provided that the Collateral Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Collateral Agent set forth in Section 2.2(i) of the Second Lien Pledge and Security Agreement.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(vi) Intercreditor Agreement Governs

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any rights or remedies by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

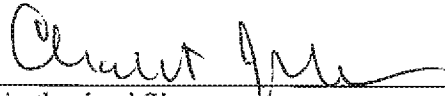
ARIZONA CHEMICAL COMPANY, LLC

By: *Kellie Hardee*
Name: Kellie Hardee
Title: Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005301 FRAME: 0867

GOLDMAN SACHS BANK USA,
as Collateral Agent

by 
Authorized Signatory
Charles D. Johnston
Authorized Signatory

[Signature Page -- Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005301 FRAME: 0868

SCHEDULE A

SECOND LIEN TRADEMARK SECURITY AGREEMENT

See attached list.

US Trademarks:

MARK	REGISTERED OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	NEXT RENEWAL DUE
ABIETA	Arizona Chemical Company, LLC	85/042595		19-May-10		
AQUATAC	Arizona Chemical Company, LLC	73/213482	1154340	30-Apr-79	19-May-81	19-May-21
ARIZONA (stylized)	Arizona Chemical Company, LLC	78/133291	2810445	5-Jun-02	3-Feb-04	3-Feb-24
ARIZONA CHEMICAL	Arizona Chemical Company, LLC	78/133361	2779502	5-Jun-02	4-Nov-03	4-Nov-23
ARIZONA CHEMICAL (stylized 2010)	Arizona Chemical Company, LLC	85/141165	1040769	29-Sep-11	18-Oct-11	18-Oct-21
ARIZONA CHEMICAL and Design	Arizona Chemical Company, LLC	85/141165		29-Sep-10	18-Oct-11	18-Oct-21
CENTURY	Arizona Chemical Company, LLC	71/639114	580811	6-Dec-52	6-Oct-53	6-Oct-23
CENWAX	Arizona Chemical Company, LLC	78/241921	2886414	25-Apr-03	21-Sep-04	21-Sep-14
MICROMID RENEWABLE RESOURCES. ENDLESS POSSIBILITIES.	Arizona Chemical Company, LLC	74/213400	1709624	18-Oct-91	25-Aug-92	25-Aug-22
SYLFAT	Arizona Chemical Company, LLC	72/098467	724674	29-Sep-10		
				6-Jun-60	5-Dec-61	5-Dec-21

SYLFAT	Arizona Chemical Company, LLC	73/063769	1040359	22-Sep-75	1-Jun-76	1-Jun-16
SYLVABLEND	Arizona Chemical Company, LLC	76/181217	2617023	14-Dec-00	10-Sep-02	10-Sep-22
SYLVACLEAR	Arizona Chemical Company, LLC	78/157211	2770417	23-Aug-02	30-Sep-03	30-Sep-23
SYLVACOTE	Arizona Chemical Company, LLC	75/459652	2721617	31-Mar-98	3-Jun-03	3-Jun-23
SYLVADERM	Arizona Chemical Company, LLC	85/151875		13-Oct-10		
SYLVAFUEL	Arizona Chemical Company, LLC	77/641404	3768872	30-Dec-08	30-Mar-10	30-Mar-20
SYLVAGEL	Arizona Chemical Company, LLC	78/173363	2779604	11-Oct-02	4-Nov-03	4-Nov-23
SYLVAGUM	Arizona Chemical Company, LLC	76/228556	2623919	21-Mar-01	24-Sep-02	24-Sep-22
SYLVALITE	Arizona Chemical Company, LLC	73/457130	1306649	15-Dec-83	27-Nov-84	17-Nov-14
SYLVALITE	Arizona Chemical Company, LLC	76/228554	2735891	21-Mar-01	15-Jul-03	15-Jul-23
SYLVAPINE	Arizona Chemical Company, LLC	75/459651	2433849	31-Mar-98	6-Mar-01	6-Mar-21
SYLVAPRINT	Arizona Chemical Company, LLC	74/577048	2211336	22-Sep-94	15-Dec-98	15-Dec-18
SYLVARES	Arizona Chemical Company, LLC	76/228555	2623918	21-Mar-01	24-Sep-02	24-Sep-22

SYLVAROS	Arizona Chemical Company, LLC	72/098468	733990	6-Jun-60	10-Jul-62	10-Jul-22
SYLVASOL	Arizona Chemical Company, LLC	85/151851		13-Oct-10		
SYLVATAC	Arizona Chemical Company, LLC	73/135157	1085203	25-Jul-77	14-Feb-78	14-Feb-18
SYLVATAC	Arizona Chemical Company, LLC	73/758121	1545955	17-Oct-88	4-Jul-89	4-Jul-19
SYLVATAL	Arizona Chemical Company, LLC	85/114167		24-Aug-10		
UNICLEAR	Arizona Chemical Company, LLC	77/640838	3706809	29-Dec-08	3-Nov-09	3-Nov-19
UNIDYME	Arizona Chemical Company, LLC	72/394412	943515	9-Jun-71	26-Sep-72	22-Oct-22
UNIFLEX	Arizona Chemical Company, LLC	72/394411	1040777	9-Jun-71	1-Jun-76	21-Feb-16
UNI-REZ	Arizona Chemical Company, LLC	72/223849	803277	20-Jul-65	8-Feb-66	8-Feb-16
UNI-TAC	Arizona Chemical Company, LLC	73/353784	1262091	10-Mar-82	27-Dec-83	27-Dec-23
ZONATAC	Arizona Chemical Company, LLC	78/216265	2823322	19-Feb-03	16-Mar-04	16-Mar-24
SYLVACLEAR	Arizona Chemical Company, LLC	85/441686	4284739	07-Oct-11	05-Feb-2013	05-Feb-2023
SYVLGEL	Arizona Chemical Company, LLC	85/608742	4263845	26-Apr-11	25-Dec-2012	25-Dec-2022

SYLVAPACK	Arizona Chemical Company, LLC	85/776437		10-Nov-2012	
SYLVAROAD	Arizona Chemical Company, LLC	86/079701		01-Oct-2013	