

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Independence Oilfield Chemicals, LLC		11/04/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lloyds Bank plc, as Security Agent		
Street Address:	Citymark, 150 Fountainbridge		
Internal Address:	4th Floor		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH3 9PE		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4581209	CORHIB	
Registration Number:	4585542	FOAMLIFT	
Registration Number:	4581210	PARAFRAC	
Registration Number:	4581211	PARAHIB	
Registration Number:	4585541	WAXSOLVE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>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.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	362192		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/07/2016		

CH \$140.00 4581209

Total Attachments: 7

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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of November 4, 2016, is made by Independence Oilfield Chemicals, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Lloyds Bank plc, as Security Agent (the “**Security Agent**”) for the Secured Parties (each, as defined in the Security Agreement referred to below).

WHEREAS, Innospec Inc., a company organized under the laws of Delaware (the “**Parent**”), and certain of its Subsidiaries (including the Grantor) have entered into that certain US\$200,000,000 Multicurrency Revolving Facility Agreement, originally dated December 14, 2011 (as amended and restated on August 28, 2013 and on November 6, 2015, and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”) among, *inter alios*, the Borrowers (as defined therein), the Guarantors (as defined therein), Lloyds Bank plc, Barclays Bank PLC, Credit Suisse AG, The Royal Bank of Scotland plc, U.S. Bank National Association and Wells Fargo Bank N.A. as mandated lead arrangers, the other financial institutions listed therein and the Security Agent.

WHEREAS, the Grantor has become a party to that certain Security Agreement, dated as of December 14, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among, *inter alios*, the Parent and the Security Agent, by way of execution of a supplement to the Security Agreement, dated as of the date hereof. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted a security interest to the Security Agent for the ratable benefit of the Secured Parties in, among other property, its intellectual property, and in connection therewith has agreed to execute this IP Security Agreement for the purpose of recording such security interest with the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security

As security for the payment of the Secured Obligations, the Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following property, in each case whether now owned or hereafter acquired, wherever located, and whether or or hereafter existing or arising (the “**Collateral**”):

- 1.1 all United States, international, and foreign patents, patent applications and statutory invention registrations, including, without limitation, those set forth on Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, all inventions therein and all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (the “**Patents**”);
- 1.2 all trademarks (including, without limitation, service marks), certification marks, collection marks, trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, including, without limitation, the trademark registrations and trademark applications set forth in Schedule B hereto, and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States or any foreign country (but excluding any United States intent-to-use trademark application prior to the

filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and all rights therein provided by international treaties or conventions, all reissues, extensions and renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (the “**Trademarks**”);

- 1.3 all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, any renewals or extensions thereof, all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights, including, without limitation, the copyright registrations and copyright applications set forth in Schedule C hereto, together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or thereto (the “**Copyrights**”);
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

2. **Recordation**

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. **Execution in Counterparts**

This Agreement may be executed in any number of 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 agreement.

4. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

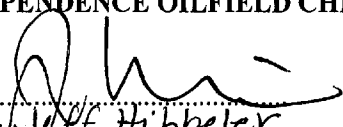
5. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

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

INDEPENDENCE OILFIELD CHEMICALS, LLC

By: 
Name: Jeff Hibbeler
Title: Chief Executive Officer

Address:

1450 Lake Robbins Dr., Ste. 400

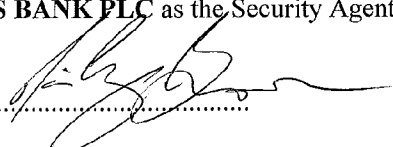
The Woodlands, TX 77380

Email Address: Jeff.Hibbeler@innospecinc.com

Acknowledged and Agreed:

LLOYDS BANK PLC as the Security Agent for the Secured Parties

By:



Name: **Iain Brown**

Title: **Associate Director**

Address:

150 Fountainbridge
Edinburgh
EH3 9PE

Email Address: iain.brown@lloydsbanking.com

Schedule A

Patents

Pending Applications

Innospec Case No	Country	Application Date	Application No
2013/06	United States of America	06/10/2013	13913611
2014/03	Pakistan	31/08/2015	
2014/03	Argentina	31/08/2015	20150102784
2014/03	PCT (Patent Co-operation Treaty)	28/08/2015	PCT/US201/47550
2014/03	United States of America	29/08/2015	14839927
2014/03	United States of America	28/08/2015	62211435
2014/03	United States of America	29/08/2014	62043795
2016/12	United States of America	05/08/2016	62371382
2016/13	United States of America	26/04/2016	62327587
2016/14	United States of America	01/08/2016	62369425

Schedule B

Trademarks

Trade Mark Name	Country	Registration Number	Trade Mark Status	Registration Date
CORHIB	US	4581209	Registered	05-08-2014
FOAMLIFT	US	4585542	Registered	12-08-2014
PARAFRAC	US	4581210	Registered	05-08-2014
PARAHIB	US	4581211	Registered	05-08-2014
WAXSOLVE	US	4585541	Registered	12-08-2014

Schedule C

Copyrights

None.