

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		06/24/2011	Corporation:
RECEIVING PARTY DATA			
Name:	Marsulex Environmental Technologies Corporation		
Street Address:	200 N. Seventh Street		
City:	Lebanon		
State/Country:	PENNSYLVANIA		
Postal Code:	17046		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3146154	CLEAN STACK	
CORRESPONDENCE DATA			
Fax Number:	2194641166		
<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:	219-462-4999		
Email:	dhartman@hartmanglobal-ip.com		
Correspondent Name:	Domenica N.S. Hartman		
Address Line 1:	2621 Chicago Street		
Address Line 2:	Suite A		
Address Line 4:	Valparaiso, INDIANA 46383		
NAME OF SUBMITTER:	Domenica N.S. Hartman		
SIGNATURE:	/Domenica N.S. Hartman/		
DATE SIGNED:	10/31/2019		
Total Attachments: 25			
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PAYOUT STATEMENT AND RELEASE

TO: Marsulex Inc. (the "**Borrower**")

AND TO: Gowling Lafleur Henderson LLP

AND TO: Stikeman Elliott LLP ("**Stikemans**")

AND TO: Fasken Martineau DuMoulin LLP ("**Faskens**")

AND TO: Osler Hoskin & Harcourt LLP ("**Osler**")

AND TO: Pepper Hamilton LLP ("**Pepper**")

RE: Payout of indebtedness owing under the Amended and Restated Credit Agreement dated as of February 28, 2007, among Marsulex Inc. (the "**Borrower**"), as borrower, Marsulex Environmental Technologies Corporation, Sulex, Inc., Marsulex Refinery Environmental Services Inc., Investis U.S., Inc., IT Holding, LLC, Marsulex U.S. Partnership, Marsulex Nova Scotia ULC, Marsulex U.S. Holdings, L.L.C., Marsulex Refinery Services, LLC, Marsulex Refinery Services Wilmington Inc., 7814127 Canada Inc. and Marsulex US Refinery Holdings, Inc., as guarantors, the financial institutions that are listed on the signature pages thereto (the "**Lenders**"), as lenders, Bank of Montreal, as Administrative Agent and BMO Capital Markets, as Lead Arranger as amended by way of consent and amendment agreement dated as of November 15, 2007, a consent and second amendment agreement dated as of December 21, 2007, a consent dated as of November 14, 2008, a consent and third amendment agreement dated as of November 4, 2009, a consent dated as of October 12, 2010, a consent dated as of April 1st, 2011 and as supplemented by a supplement from Marsol GP, a supplement from 7814127 Canada Inc. and Marsulex US Refinery Holdings, Inc. and a supplement from Chemtrade Montreal GP Inc., Chemtrade Montreal Limited Partnership, by its general partner Chemtrade Montreal GP Inc., Chemtrade West GP Inc., Chemtrade West Limited Partnership, by its general partner Chemtrade West GP Inc., Chemtrade Refinery Solutions GP ULC and Chemtrade Refinery Solutions Limited Partnership, by its general partner Chemtrade Refinery Solutions GP ULC (as the same may be further amended, supplemented, revised, replaced or restated from time to time, the "**Credit Agreement**")

DATE: June 24, 2011

CONTEXT:

- A. Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in the Credit Agreement.

- B. The Borrower has repaid, *inter alia*, all indebtedness, liabilities and obligations owing by it to the Administrative Agent and the Lender Parties (collectively, the "Creditors") in connection with the Credit Agreement.
- C. The letters of credit issued and outstanding on behalf of the Borrower under the Credit Agreement are described on Schedule "A" (the "L/Cs").
- D. The Borrower intends to cancel the Commitment (as defined in the Credit Agreement) as at June 24, 2011 (the "Cancellation Date").
- E. Bank of Montreal has agreed to continue as issuer of the L/Cs following termination of the Credit Agreement.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto:

- 1. The Administrative Agent, on behalf of itself and the other Creditors, agrees that upon receipt by Merie-Anne Beavis at Gowlings of confirmation from Stikemans that the Borrower has cancelled the Commitment (the "Confirmation of Cancellation"):
 - (a) all Credit Documents will be cancelled and terminated with no further drawdown or other credit accommodation permitted thereunder;
 - (b) all indebtedness, liabilities and obligations of the Borrower and the Guarantors (collectively, the "Obligors") to the Administrative Agent and the other Creditors arising from or relating to the Credit Documents will have been repaid in full and all obligations of the Obligors to the Administrative Agent and the other Creditors will have been fully satisfied and performed except for those obligations which expressly survive termination;
 - (c) it absolutely and unconditionally releases and forever discharges any and all security interests, hypothecs, liens, encumbrances, charges and mortgages granted in favour of the Administrative Agent, on behalf of itself and the other Creditors, by the Obligors, as security for, or in support of, the Obligors' obligations under the Credit Documents (collectively the "Charges") including, without limitation, (i) the security interests and liens evidenced by the registrations listed in the attached Schedule "B" (collectively, the "Registrations"), and (ii) the charges and liens as evidenced by the registrations under the real property regimes of each respective jurisdiction as listed in the attached Schedule "C" (together with the Charges and Registrations, collectively, the "Security");
 - (d) the provisions of all agreements, documents or other instruments relating to, evidencing or comprising the Security or any other security, mortgages, charges, liens, hypothecs, encumbrances and other security interests granted in favour of the Administrative Agent, on behalf of itself and the other Creditors, are cancelled and terminated and are of no further force or effect;

- (e) it will return any collateral in respect of which the Security was perfected by possession, including but not limited to the original share and unit certificates listed in Schedule "D";
- (f) it authorizes Faskens, Osler or Pepper and any of their respective agents, employees or representatives, to:
 - (i) discharge or cause to be discharged all Security; and
 - (ii) execute and deliver all such agreements, instruments and documents as may be necessary or desirable to evidence, discharge and/or record the release of the Security or otherwise give full effect to the intention of this Payout Statement and Release;

and this Payout Statement and Release will be good and sufficient authority for Faskens, Osler or Pepper or any such agent, employee or representative, to do so; and

- (g) it specifically releases any interest it may have under any insurance policy assigned to it in connection with the Credit Documents or otherwise relating to the Obligors.
2. The Administrative Agent confirms that the Administrative Agent and the other Creditors have not sold, transferred, assigned or encumbered or agreed to sell, transfer, assign or encumber any of the Security or any of its or their interest in the collateral described in the Security or any of the indebtedness owing by the Borrower to the Administrative Agent and the other Creditors.
 3. Each of the parties, each acting reasonably, undertakes and agrees to do all such other acts and things, and execute and deliver all such agreements, instruments and documents as may be necessary or desirable to give full effect to the intention of this Payout Statement and Release, provided that the reasonable costs and fees of the Administrative Agent and the Creditors and their legal counsel are paid in connection with it.
 4. The parties agree that, in the event that the Confirmation of Cancellation is not received by the Cancellation Date, the per diem amounts on Schedule "A" shall be payable for each day that the Confirmation of Cancellation is not provided.
 5. Each of the Obligors, for and on behalf of itself and its subsidiaries, hereby releases the Administrative Agent and the other Creditors from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever, which it now or has or may hereafter have against the Administrative Agent and/or the other Creditors and which arise from or are related in any manner to the Credit Documents or any documents related thereto, and the acts and omissions of the Administrative Agent or the other Creditors or any of their officers, directors, employees or agents (collectively, the "Releasees") in connection therewith except those claims or actions which a court of competent jurisdiction determines are to have resulted from any Releasee's gross negligence or wilful misconduct.

6. The parties agree that this Payout Statement and Release will be for the benefit of the Obligors and their successors and assigns and the Administrative Agent and the other Creditors and will be binding upon the parties and their successors and assigns.
7. Each of Bank of Montreal, in its capacity as issuer of the L/Cs and the Obligors, hereby agree, acknowledge and confirm that effective upon the Confirmation of Cancellation, the Creditors shall be released from any and all obligations with respect to the L/Cs under the terms of the Credit Agreement and the Creditors shall have no obligation whatsoever to make Advances or otherwise indemnify Bank of Montreal, whether as Documentary Credit Lender or otherwise, with respect to Bank of Montreal's obligations as issuer of the L/Cs.
8. The parties agree that this Payout Statement and Release is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably and unconditionally submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Payout Statement and Release.

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DATED the _____ day of June, 2011

**BANK OF MONTREAL, as Administrative Agent
on behalf of the Creditors**

Per: *R. Wright*
Name: ROBERT WRIGHT
Title: DIRECTOR

Name:
Title:

I/We have authority to bind the Administrative Agent.

**BANK OF MONTREAL, in its capacity as issuer of
the L/Cs**

Per: *R. Wright*
Name: ROBERT WRIGHT
Title: DIRECTOR

Name:
Title:

I/We have authority to bind the Bank.

MARSULEX INC., as Borrower

Per: WML
Name: William Martindale
Title:

**MARSULEX ENVIRONMENTAL
TECHNOLOGIES CORPORATION,
as Guarantor**

Per: Thomas J. Stearns
Name: Thomas Stearns
Title:

**SULEX, INC.,
as Guarantor**

Per: WML
Name: William Martindale
Title:

**MARSULEX REFINERY
ENVIRONMENTAL SERVICES INC.,
as Guarantor**

Per: WML
Name: William Martindale
Title:

**INVESTIS U.S., INC
as Guarantor**

Per: WML
Name: William Martindale
Title:

**IT HOLDING, LLC,
as Guarantor**

Per: W.M.L.
Name: William Martindale
Title:

**MARSULEX U.S. PARTNERSHIP
as Guarantor**

Per: W.M.L.
Name: William Martindale
Title:

**MARSULEX NOVA SCOTIA ULC,
as Guarantor**

Per: W.M.L.
Name: William Martindale
Title:

**MARSULEX U.S. HOLDINGS, L.L.C.,
as Guarantor**

Per: Thomas J. Stearns
Name: Thomas Stearns
Title:

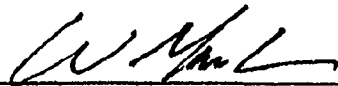
**MARSULEX REFINERY SERVICES,
LLC,
as Guarantor**

Per: W.M.L.
Name: William Martindale
Title:


**MARSULEX REFINERY SERVICES
WILMINGTON INC.,
as Guarantor**

Per: W.M.L.
Name: William Martindale
Title:


MARSOL CANADA GP LTD.,
as Guarantor

Per: 
Name: William Martindale
Title:

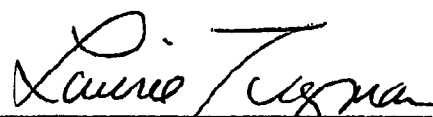
7814127 CANADA INC.,
as Guarantor

Per: 
Name: William Martindale
Title:

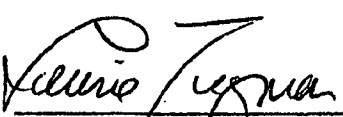
MARSULEX US REFINERY
HOLDINGS, INC.
as Guarantor

Per: 
Name: William Martindale
Title:

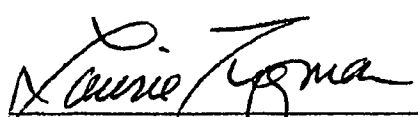
CHEMTRADE MONTREAL GP INC.
as Guarantor

Per: 
Name: Laurie Tugman
Title:

CHEMTRADE MONTREAL LIMITED
PARTNERSHIP, by its general partner
CHEMTRADE MONTREAL GP INC.
as Guarantor

Per: 
Name: Laurie Tugman
Title:

CHEMTRADE WEST GP INC.
as Guarantor

Per: 
Name: Laurie Tugman
Title:

**CHEMTRADE WEST LIMITED
PARTNERSHIP, by its general partner
CHEMTRADE WEST GP INC.
as Guarantor**

Per: *Laurie Tugman*
Name: *Laurie Tugman*
Title:

**CHEMTRADE REFINERY SOLUTIONS
GP ULC
as Guarantor**

Per: *Laurie Tugman*
Name: *Laurie Tugman*
Title:

**CHEMTRADE REFINERY SOLUTIONS
LIMITED PARTNERSHIP, by its general
partner CHEMTRADE REFINERY
SOLUTIONS GP ULC
as Guarantor**

Per: *Laurie Tugman*
Name: *Laurie Tugman*
Title:

SCHEDULE "A"
PAYOUT AMOUNT/LETTERS OF CREDIT/WIRE INSTRUCTIONS

- | | | |
|----|----------------------------------|--------------------|
| 1. | Commitment Fees: | CAD\$0 |
| | Per Diem: | CAD\$377.71 |
| 2. | Revolver Commitment Fees: | CAD\$0 |
| | Per Diem: | CAD\$136.99 |

LETTERS OF CREDIT:

NUMBER	AMOUNT	APPLICANT	BENEFICIARY
BMTO 3200 370S	CAD\$1,130,625.00	Marsulex Inc.	First Treasury Financial Inc.
BMTO 3263 550S	CAD\$1,098,821.00	Marsulex Inc.	First Treasury Financial Inc.

WIRE INSTRUCTIONS

Bank of Montreal, Toronto
SWIFT: BOFMCAM2
TRANSIT: #00022
ACCOUNT NO.: 1447813

Internal Reference: Internal Suspense Loan Agency Account
Reference: Marsulex

**SCHEDULE "B"
REGISTRATIONS**

BANK ACT REGISTRATIONS

	NAME	ADDRESS	DATE	REGISTRATION NO.	BANK
1.	Marsulex Inc.	111 Gordon Baker Road, Suite 300, North York, Ontario, M2H 3R1	August 11, 2005	01182308	Bank of Montreal
2.	Marsulex Inc.	111 Gordon Baker Road, Suite 300, North York, Ontario, M2H 3R1	August 11, 2005	01182304	National Bank of Canada
3.	Marsulex Inc.	111 Gordon Baker Road, Suite 300, North York, Ontario, M2H 3R1	August 11, 2005	01182305	JP Morgan Chase Bank
4.	Marsulex Inc.	111 Gordon Baker Road, Suite 300, North York, Ontario, M2H 3R1	August 11, 2005	01182306	Bank of America National Association
5.	Marsulex Inc.	111 Gordon Baker Road, Suite 300, North York, Ontario, M2H 3R1	August 11, 2005	01182307	Canadian Imperial Bank of Commerce

PPSA REGISTRATIONS

ONTARIO

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/ DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	617798898/ 20050810 1139 1590 2362/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
2. Marsulex Inc.	Bank of Montreal, as Administrative Agent	640890522/ 20071122 1502 1862 9261/ 10 years	Accounts, Other	
3. Marsulex Montreal Inc.	Bank of Montreal, as Administrative Agent	617798925/ 20050810 1145 1590 2363/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	20050812 1032 1590 2490 Amended to correct the name of the debtor on page 1, line 6 of Registration Number 20050810 1145 1590 2363,

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/ DESCRIPTION	FINANCING CHANGE STATEMENTS
				File Number 617798925
4. Marsulex Environmental Technologies Corporation	Bank of Montreal, as Administrative Agent	617799267/ 20050810 1201 1590 2371/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
5. Sulex, Inc.	Bank of Montreal, as Administrative Agent	617799321/ 20050810 1205 1590 2373/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
6. Marsulex Refinery Environmental Services Inc.	Bank of Montreal, as Administrative Agent	617799366/ 20050810 1207 1590 2374/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
7. Soucar Enterprises LLC	Bank of Montreal, as Administrative Agent	617798961/ 20050810 1148 1590 2365/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
8. Investis U.S., Inc.	Bank of Montreal, as Administrative Agent	617799186/ 20050810 1158 1590 2370/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
9. IT Holding, Inc.	Bank of Montreal, as Administrative Agent	617798943/ 20050810 1146 1590 2364/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
10. Marsulex Environmental Technologies, LLC	Bank of Montreal, as Administrative Agent	617799312/ 20050810 1203 1590 2372/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
11. Marsulex U.S. Partnership	Bank of Montreal, as Administrative Agent	617799078/ 20050810 1154 1590 2368/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	20050810 1338 1590 2382 - Amended to add an additional debtor to Registration Number 20050810 1154 1590 2368, File Number 617799078 20060605 1458 1590 7453 - Amended to change debtor name
12. Marsulex Nova Scotia ULC	Bank of Montreal, as Administrative Agent	617799033/ 20050810 1152 1590 2367/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
13. Marsulex U.S. Holdings, L.L.C.	Bank of Montreal, as Administrative Agent	617799114/ 20050810 1156 1590 2369/	Inventory, Equipment, Accounts, Other,	

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/ DESCRIPTION	FINANCING CHANGE STATEMENTS
		10 years	Motor Vehicle	
14. 4086554 Canada Inc.	Bank of Montreal, as Administrative Agent	617799006/ 20050810 1151 1590 2366/ 10 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	20060601 1359 1590 7323 - Amended to change debtor name to Marsulex Holdings Inc.
15. 7814127 Canada Inc.	Bank of Montreal, as Administrative Agent	668727828/ 20110401100518625994 5 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
16. Marsol Canada GP Limited	Bank of Montreal, as Administrative Agent	640890513/ 20071122 1502 1862 9260/ 10 years	Accounts, Other	
17. Chemtrade Montreal GP Inc.	Bank of Montreal, as Administrative Agent	670767993/ 20110617 1242 1862 1890/ 1 year	Inventory, Equipment, Accounts, Other, Motor Vehicle	
18. Chemtrade Montreal Limited Partnership	Bank of Montreal, as Administrative Agent	670768002/ 20110617 1242 1862 1891/ 1 year	Inventory, Equipment, Accounts, Other, Motor Vehicle	
19. Chemtrade West GP Inc.	Bank of Montreal, as Administrative Agent	670767984/ 20110617 1241 1862 1889/ 1 year	Inventory, Equipment, Accounts, Other, Motor Vehicle	
20. Chemtrade West Limited Partnership	Bank of Montreal, as Administrative Agent	670768011/ 20110617 1242 1862 1892/ 1 year	Inventory, Equipment, Accounts, Other, Motor Vehicle	

ALBERTA

DEBTOR	SECURED PARTY	REGISTRATION NO./ REGISTRATION DATE/ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/ DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	05080929770/ August 9, 2005/ 10 years	<u>General Collateral</u> All present and after-acquired personal property of the debtor.	
2. Marsulex Inc.	Bank of Montreal, as Administrative Agent	05080929440/ Infinity		
3. Marsulex Inc.	Bank of Montreal, as Administrative Agent	07112734053/ November 27, 2007/ 10 years	<u>General Collateral</u> All present and after-acquired investment property, accounts, intangibles, instruments and money of the debtor including without limitation the debtor's interest in Marsol Canada GP Limited and Marsol Canada L.P. Proceeds: Goods, chattel paper, investment property, documents of title, instruments, money and intangibles.	
4. Chemtrade Refinery Solutions GP ULC	Bank of Montreal, as Administrative Agent	11061713141/ June 17, 2011/ 1 year	<u>General Collateral:</u> All present and after acquired property of the debtor	

BRITISH COLUMBIA

DEBTOR	SECURED PARTY	BASE REGISTRATION No./ REGISTRATION DATE/ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/ DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	510202C/ August 9, 2005/ 10 years	<u>General Collateral</u> All of the debtor's present and after-acquired personal property. The complete address of the secured party is: 100 King Street West, 1 First Canadian Place, 4 th Floor, Toronto, Ontario M5X 1H3	

SASKATCHEWAN

DEBTOR	SECURED PARTY	REGISTRATION No./ REGISTRATION DATE/ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/ DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	122398137/ August 8, 2005/ 10 years	<u>General Collateral</u> All of the debtor's present and after acquired personal property	

QUEBEC

DEBTOR	SECURED PARTY	REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/ DESCRIPTION	NOTES
1. Marsulex Montreal Inc.	Bank of Montreal	05-0473411-0002 Date Registered: 2005-08-17 Date registration ceases to be effective: 2015-08-17		
2. Marsulex Montreal Inc.	Bank of Montreal	07-0098396-0003 Date Registered: 2007-02-26 Date registration ceases to be effective: 2017-02-26		

NOVA SCOTIA

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex U.S. Partnership	Bank of Montreal, as Administrative Agent	Registration No. 9977634 Registration Date: 08/10/2005 Expiry Date: 08/10/2015	<u>General Collateral</u> A security interest is taken in all of the debtor's present and after-acquired personal property.	Note: Marsulex Inc. is shown as additional debtor
2. Marsulex Nova Scotia ULC	Bank of Montreal, as Administrative Agent	Registration No. 9977616 Registration Date: 08/10/2005 Expiry Date: 08/10/2015	<u>General Collateral</u> A security interest is taken in all of the debtor's present and after-acquired personal property.	

UCC REGISTRATIONS

ILLINOIS

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION No./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	10108667/ 550373-100 / 1106938-0092/ August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
2. Marsulex Nova Scotia ULC	Bank of Montreal, as Administrative Agent	10108675/ 550373-095 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	

OHIO

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION No./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	OH00092430970/ 550373-110 / 1106938-0092/ August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	

INDIANA

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION No./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	200500007406094/ 550373-105 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	

DISTRICT OF COLOMBIA

DEBTOR	SECURED PARTY	FILE NO/ REGISTRATION NO./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Inc.	Bank of Montreal, as Administrative Agent	2005116893/ 550373-075 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
2. Marsulex Montreal Inc.	Bank of Montreal, as Administrative Agent	2005116892/ 550373-070 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
3. Marsulex Nova Scotia ULC	Bank of Montreal, as Administrative Agent	2005116898/ 550373-085 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
4. 4086554 Canada Inc.	Bank of Montreal, as Administrative Agent	2005116897/ 550373-080 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	

DELAWARE

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Marsulex Montreal Inc.	Bank of Montreal, as Administrative Agent	5258438 2/ 550373-055 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
2. Marsulex Environmental Technologies Corporation	Bank of Montreal, as Administrative Agent	5258452 3/ 550373-030 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
3. Marsulex Refinery Environmental Services Inc.	Bank of Montreal, as Administrative Agent	5259873 9/ 550373-050 / 1106938-0092 August 19, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
4. Soucar Enterprises LLC	Bank of Montreal, as Administrative Agent	5258430 9/ 550373-010 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
5. Investis U.S., Inc.	Bank of Montreal, as Administrative Agent	5258437 4/ 550373-020 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
6. IT Holding LLC	Bank of Montreal, as Administrative Agent	5258448 1/ 550373-025 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
7. Marsulex Environmental Technologies, LLC	Bank of Montreal, as Administrative Agent	5258455 6/ 550373-035 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
8. Marsulex U.S. Partnership	Bank of Montreal, as Administrative Agent	5259870 5/ 550373-040 / 1106938-0092 August 19, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
9. Marsulex Nova Scotia ULC	Bank of Montreal, as Administrative Agent	5258446 5/ 550373-060 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
10 Marsulex U.S. Holdings, L.E.C.	Bank of Montreal, as Administrative Agent	5259872 1/ 550373-045 / 1106938-0092 August 19, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
11 4086554 Canada Inc.	Bank of Montreal, as Administrative Agent	5258450 7/ 550373-065 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
12 Marsulex US Refinery Holdings, Inc.	Bank of Montreal, as Administrative Agent	2011 1241611/ April 1, 2011	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	
13 Chemtrade Refinery Solutions Limited Partnership	Bank of Montreal, as Administrative Agent	[Registered June 17, 2011 – particulars to be provided upon receipt]		

CALIFORNIA

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Sulex, Inc.	Bank of Montreal, as Administrative Agent	05-7038295251/ 550373-005 August 18, 2005	<u>General Collateral</u> All assets and personal property of debtor.	

FLORIDA

DEBTOR	SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION DATE	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. 4086554 Cañada Inc.	Bank of Montreal, as Administrative Agent	200500477262/ 550373-090 / 1106938-0092 August 18, 2005	<u>General Collateral</u> All assets of the debtor, whether now existing or hereafter from time to time acquired	

SCHEDULE "C"
REAL PROPERTY REGISTRATIONS

QUEBEC

1. Deed of Hypothec in the principal amount of CDN\$200,000,000.00, with interest thereon at the rate of 25% per annum, entered into between Marsulex Montreal Inc., as grantor, and Bank of Montreal, as administrative agent, before Mtre. Kevin Leonard, notary, on August 16, 2005 and registered at the Land Registry Office for the Registration Division of Montreal on August 17, 2005 under number 12 600 238.

2. Deed of Hypothec in the principal amount of CDN\$400,000,000.00 with interest thereon at the rate of 25% per annum, entered into between Marsulex Montreal Inc., as grantor, and Bank of Montreal, as administrative agent, before Mtre. Melissa Amar, notary, on February 26, 2007 and registered at the Land Registry Office for the Registration Division of Montreal on February 26, 2007 under number 14 027 484.

BRITISH COLUMBIA

3. Leasehold Collateral Charge/Mortgage granted by Marsulex Inc. in favour of Bank of Montreal, as administrative agent and registered at the Land Title Office of Prince George on December 22, 2005 as no. BX36036, as extended by BB1248272.

ALBERTA

4. Freehold Collateral Charge/Mortgage granted by Marsulex Inc. in favour of Bank of Montreal, as administrative agent and registered at the Registrar of Land Titles in the Province of Alberta on September 20, 2005 as no. 052 403 046.

5. Assignment of Rents and Leases granted by Marsulex Inc. in favour of Bank of Montreal, as administrative agent and registered at the Registrar of Land Titles in the Province of Alberta on October 4, 2005 as no. 052 429 884.

6. Freehold Collateral Charge/Mortgage granted by Marsulex Inc. in favour of Bank of Montreal, as administrative agent and registered at the Registrar of Land Titles in the Province of Alberta on September 20, 2005 as no. 051 349 140.

7. Assignment of Rents and Leases granted by Marsulex Inc. in favour of Bank of Montreal, as administrative agent and registered at the Registrar of Land Titles in the Province of Alberta on October 4, 2005 as no. 051 371 596.

SASKATCHEWAN

8. Freehold Collateral Charge/Mortgage granted by Marsulex Inc. in favour of Bank of Montreal, as administrative agent and registered at the Land Titles Office of the City of Saskatoon as no. 110037057.

SCHEDULE "D"
SHARE AND UNIT CERTIFICATES

	HELD BY	ISSUER	NO. OF SHARES/UNITS	CERTIFICATE NO.
1.	Marsulex Inc.	Marsulex Montreal Inc.	195,292	193
2.	Marsulex Inc.	Marsulex Montreal Inc.	1	194
3.	Marsulex Inc.	Marsulex US Refinery Holdings, Inc.	1000	3
4.	Marsulex Inc.	7814127 Canada Inc.	1	C-1
5.	Marsulex Inc.	Marsulex Holdings Inc.	2	C-3
6.	Marsulex Inc.	Chemtrade Refinery Solutions GP ULC	1	C-1
7.	Marsulex Inc.	Chemtrade Montreal GP Inc.	1	C-1
8.	Marsulex Inc.	Chemtrade West GP Inc.	1	C-1
9.	Marsulex Montreal Inc.	Investis U.S. Inc.	11	7
10.	Investis U.S. Inc.	Marsulex Environmental Technologies Corporation	10	1
11.	Investis U.S. Inc.	IT Holding, Inc.	4,000	4
12.	Investis U.S. Inc.	IT Holding, Inc.	100	5
13.	Investis U.S. Inc.	IT Holding, Inc.	1	6
14.	Investis U.S. Inc.	MET Delaware, LLC	100	1
15.	Investis U.S. Inc.	IT Holding, LLC	100	1
16.	Investis U.S. Inc.	Soucar Enterprises LLC	100	1
17.	Investis U.S. Inc.	Soucar Enterprises LLC	100	2
18.	Marsulex Refinery Services, LLC	Marsulex Refinery Services Wilmington Inc.	1	3
19.	IT Holding, Inc.	Sulex, Inc.	20,000	6
20.	IT Holding, Inc.	Marsulex Refinery Environmental Services Inc.	1	1
21.	IT Holding, Inc.	Marsulex Refinery Environmental Services Inc.	1	2
22.	Marsulex U.S. Partnership	Marsulex Nova Scotia ULC	100	2
23.	Marsulex U.S. Partnership	Marsulex Nova Scotia ULC	1	3

24.	Marsulex US Refinery Holdings, Inc.	Sulex Inc.	20,000	7
25.	Marsulex US Refinery Holdings, Inc.	Marsulex Refinery Environmental Services Inc.	3	3

SCHEDULE E
INTELLECTUAL PROPERTY

Trademark Registration Number
3,146,154