

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
El Dorado Chemical Company		11/02/2007	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Banc of America Leasing & Capital, LLC		
Street Address:	2059 Northlake Pkwy		
Internal Address:	Northeast Center Building		
City:	Tucker		
State/Country:	GEORGIA		
Postal Code:	30084-5399		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1427064	EL DORADO	
Registration Number:	0833891	E-2	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-3192		
Email:	pmcbride@sonnenschein.com		
Correspondent Name:	Peggy L. McBride		
Address Line 1:	7800 Sears Tower		
Address Line 2:	Sonnenschein Nath & Rosenthal LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	50000250-0001		
NAME OF SUBMITTER:	Peggy L. McBride		

OP \$65.00 1427064

Signature:	/Peggy L. McBride/
Date:	11/07/2007
Total Attachments: 5 source=El Dorado-Banc of America-Trademark Security Agreement#page1.tif source=El Dorado-Banc of America-Trademark Security Agreement#page2.tif source=El Dorado-Banc of America-Trademark Security Agreement#page3.tif source=El Dorado-Banc of America-Trademark Security Agreement#page4.tif source=El Dorado-Banc of America-Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2007, is made by EL DORADO CHEMICAL COMPANY, an Oklahoma corporation, 16 South Pennsylvania Avenue, Oklahoma City, Oklahoma 73107 ("Grantor"), in favor of BANC OF AMERICA LEASING & CAPITAL, LLC, a Delaware limited liability company, as Administrative Agent and Collateral Agent for the other Lenders (in such capacity, "Agent") that are now or hereafter at any time parties to the Term Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of October 29, 2007, by and among Grantor, as Borrowers, the Agent and the Lenders party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Term Loans to Borrowers;

WHEREAS, in connection with the Loan Agreement and the Other Agreements, Grantor, as Borrowers shall have executed and delivered to Agent, for the benefit of itself and the Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and the other Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the other Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral") subject only to the Permitted Liens:

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

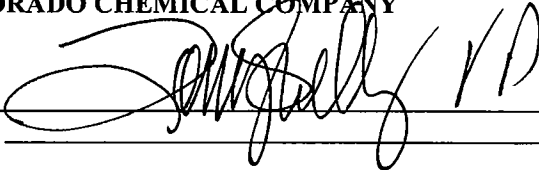
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself and the other Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Signatures continued on next page.

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

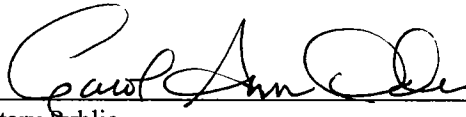
EL DORADO CHEMICAL COMPANY

By: 
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Oklahoma)
COUNTY OF Cleveland) ss.

On this 29 day of October, 2007 before me personally appeared Tony M Shelby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each Grantor, who being by me duly sworn did depose and say that he is an authorized officer of Grantor, that the said instrument was signed on behalf of Grantor as authorized by its respective board of directors and that he acknowledged said instrument to be the free act and deed of each such Grantor.

(seal) 
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BANC OF AMERICA LEASING & CAPITAL, LLC,
as Administrative Agent and Collateral Agent

By: _____
Name: _____
Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

U.S. Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
EL DORADO (& Design)	1,427,064	02/03/87
E-2	833,891	08/22/67

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None