

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Townsend Chemical, LLC</td> <td></td> <td>07/15/2011</td> <td>LIMITED LIABILITY COMPANY: INDIANA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Townsend Chemical, LLC		07/15/2011	LIMITED LIABILITY COMPANY: INDIANA	
Name	Formerly	Execution Date	Entity Type						
Townsend Chemical, LLC		07/15/2011	LIMITED LIABILITY COMPANY: INDIANA						
RECEIVING PARTY DATA									
Name:	Fifth Street Finance Corp.								
Street Address:	10 Bank Street								
Internal Address:	12th Floor								
City:	White Plains								
State/Country:	NEW YORK								
Postal Code:	10606								
Entity Type:	CORPORATION: DELAWARE								
PROPERTY NUMBERS Total: 5									
Property Type	Number	Word Mark							
Registration Number:	3161809	SURF AX 100							
Registration Number:	3161810	ULTRA SURF 1000							
Registration Number:	3415704	TANK KLEEN 414							
Registration Number:	3438230	ROUX SOFT 417 FC							
Registration Number:	3451273	TRAIL-PAK							
CORRESPONDENCE DATA									
Fax Number:	(714)546-9035								
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>								
Phone:	(714) 641-5100								
Email:	vpai@rutan.com, trademarks@rutan.com, scain@rutan.com, ezaskoda@rutan.com								
Correspondent Name:	Vijay Pai								
Address Line 1:	611 Anton Boulevard								
Address Line 2:	Suite 1400								

CH \$140.00 3161809

900198700

TRADEMARK
REEL: 004596 FRAME: 0410

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969.0070
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NAME OF SUBMITTER:	Erin R. Zaskoda
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Signature:	/Erin R. Zaskoda/
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Date:	08/02/2011
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Total Attachments: 6

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of July 15, 2011 (as amended, modified, substituted, extended or restated, from time to time, this "Agreement"), between TOWNSEND CHEMICAL, LLC, an Indiana limited liability company (the "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below) (together with its successors and assigns, "Administrative Agent").

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Credit Agreement) including those listed on Schedule A hereto;

WHEREAS, the Assignor and certain other parties, as borrowers, Administrative Agent, and certain other Lenders are party to that certain Credit Agreement dated December 17, 2009, as amended by that certain First Amendment to Credit Agreement dated of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders entering into the First Amendment to Credit Agreement described above and making any loans or otherwise extending credit to the Assignor in connection therewith that the Assignor execute and deliver to Administrative Agent this Agreement;

WHEREAS, the Assignor has granted to the Secured Parties (as defined below) a security interest in certain of the Assignor's assets, including without limitation the Trademarks, including without limitation those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein (including in the preamble and recitals above) and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other

person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Secured Parties. Collectively, the Lenders and the Administrative Agent.

Security Agreement. That certain Security Agreement dated as of December 17, 2009 as amended by that certain Annex to Security Agreement dated as of the date hereof, executed by the Assignor and certain other debtor parties in favor of Administrative Agent for the benefit of the Secured Parties, as it may be further amended, restated or modified from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Security Agreement. This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO and any and all appropriate foreign Governmental Authorities. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Assignor does hereby further acknowledge

and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. **Termination.** On the Termination Date, this Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments, releases and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties in accordance with the Credit Agreement and the Security Agreement.

5. **Counterparts; Effectiveness.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as a delivery of a manually executed counterpart of this Agreement.

6. **Governing Law.** THIS AGREEMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

“Assignor”

TOWNSEND CHEMICAL, LLC,
an Indiana limited liability company

By: 

Name: Joshua M.D. Hall, III

Title: President, Treasurer and Secretary

“Administrative Agent”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: _____

Ivelin M. Dimitrov
Co-Chief Investment Officer

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AND SECURITY AGREEMENT

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“Assignor”

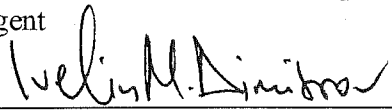
TOWNSEND CHEMICAL, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

“Administrative Agent”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By:  _____
Ivelin M. Dimitrov
Co-Chief Investment Officer

SCHEDULE A

Property	Applicant	Application Date	Status
Federal Trademark Application for the Mark "SURF AX 100" U.S. Reg. No. 3,161,809	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	April 16, 2005	Published August 8, 2006; Formal Certificate Issued October 24, 2006
Federal Trademark Application for the Mark "ULTRA SURF 1000" U.S. Reg. No. 3,161,810	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	April 16, 2005	Published August 8, 2006; Formal Certificate Issued October 24, 2006
Federal Service Mark Application for the Mark "TANK KLEEN 414" U.S. Reg. No. 3,415,704	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	June 12, 2005	Published September 26, 2006; Formal Certificate issued April 22, 2008
U.S. Trademark Application for the Mark "ROUX SOFT 417 FC" U.S. Reg. No. 3,438,230	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	June 7, 2006	Published July 10, 2007; Registered May 27, 2008
U.S. Trademark Application for the Mark "TRAIL-PAK" U.S. Reg. No. 3,451,273	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	June 7, 2006	Published August 7, 2007; Formal Certificate Issued June 17, 2008