

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
Innospec Active Chemicals LLC		12/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
Innospec Fuel Specialities LLC		12/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
Innospec Inc.		12/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lloyds TSB Bank PLC, as Security Agent		
Street Address:	10 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7AE		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3406943	BIOSTABLE	
Registration Number:	3573756	ECOCLEAN	
Registration Number:	1923171	BT-8	
Registration Number:	3112701	LEGAL DIESEL	
Registration Number:	1537888	SEA-L-SAVER	
Registration Number:	1685884	AMINOL	
Registration Number:	1672299	FINETEX	
Registration Number:	1698646	FINQUAT	
Registration Number:	1730483	FINSOLV	
Registration Number:	1687448	TAURANOL	
Serial Number:	77794183	PREDATOR	

CH \$290.00 3406943

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com

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

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	027408-5
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	12/15/2011
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Total Attachments: 9
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

INNOSPEC ACTIVE CHEMICALS LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LIMITED LIABILITY COMPANY (DELAWARE)

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) DECEMBER 14, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: LLOYDS TSB BANK PLC, as Security Agent

Internal Address: _____

Street Address: _____

City: LONDON

State: _____

Country: UK Zip: EC2V 7AE

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other BANK Citizenship UK

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 77/794,183

B. Trademark Registration No.(s) 3,406,993, 3,573,756
1,923,171, 3,112,701, 1,53788, 1,685,884, 1,672,299, 1,698,646, 1,730,483
1,687,448

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

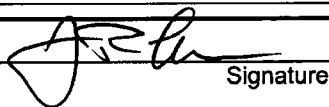
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

12/14/11

Date

JONATHAN LARSON

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT TO RECORDATION FORM COVER SHEET

ADDITIONAL CONVEYING PARTIES

INNOSPEC FUEL SPECIALITES LLC (Delaware limited liability company)
INNOSPEC INC. (Delaware corporation)

Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of December 14, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Lloyds TSB Bank plc, as Security Agent (the "**Security Agent**") for the Secured Parties (as defined in the Facility Agreement referred to below).

WHEREAS, Innospec Inc., a company organized under the laws of Delaware (the "**Parent**"), and certain of its Subsidiaries (including the Grantors) have entered into a Multicurrency Revolving Facility Agreement dated December 14, 2011 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Facility Agreement**") among, *inter alios*, the Original Borrowers (as defined therein), the Original Guarantors (as defined therein), Lloyds TSB Bank plc, Barclays Corporate, Clydesdale Bank plc trading as Yorkshire Bank, Credit Suisse AG, The Royal Bank of Scotland acting as agent for National Westminster Bank, and Wells Fargo Bank N.A. as arrangers, the other financial institutions listed therein and Lloyds TSB Bank plc as Agent and Security Agent.

WHEREAS, the Grantors have entered into a Security Agreement dated as of December 14, 2011 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**") with the Security Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

1. Grant of Security

Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
- 1.2 all United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "**Trademarks**");
- 1.3 all copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time

by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (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**

Each 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. Each 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**

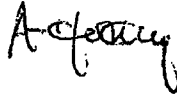
This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

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

INNOSPEC ACTIVE CHEMICALS LLC

By:
Name: ANDREW HARTLEY
Title: DIRECTOR



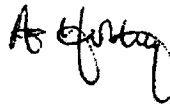
Address:

S/O INNOSPEC MANUFACTURING PARK, OIL SITES ROAD,
EULESSA PARK, CHES 404

Email Address: andrew.hartley@innospec.com

INNOSPEC FUEL SPECIALTIES LLC

By:
Name: ANDREW HARTLEY
Title: SECRETARY



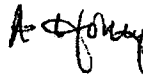
Address:

S/O INNOSPEC MANUFACTURING PARK, OIL SITES ROAD,
EULESSA PARK, CHES 404

Email Address: andrew.hartley@innospec.com

INNOSPEC INC.

By:
Name: ANDREW HARTLEY
Title: SECRETARY



Address:


S/O INNOSPEC MANUFACTURING PARK, OIL SITES ROAD,
EULESSA PARK, CHES 404

Email Address: andrew.hartley@innospec.com

U.S. IP Security Agreement Signature Page

Acknowledged and Agreed:

LLOYDS TSB BANK PLC

By: 
Name: W D MENDHAM
Title: ASSOCIATE DIRECTOR

Address:

.....10 GRESHAM ST.
.....LONDON EC2V 7AE

Email Address: joe.knight@lloydsbanking.com

U.S. IP Security Agreement Signature Page

TRADEMARK
REEL: 004680 FRAME: 0363

Schedule A

Patents

Innospec Active Chemicals LLC

Innospec Case No.	1993/13 Granted Patents Country United States	Grant No 5434276	Grant Date 18/07/1995	Expiry Date: 18/07/2012
Innospec Case No.	1997/09 Granted Patents Country United States	Grant No 5959130	Grant Date 28/09/1999	Expiry Date: 27/06/2017
Innospec Case No.	1997/10 Granted Patents Country United States	Grant No 6069262	Grant Date 30/05/2000	Expiry Date: 06/10/2017
Innospec Case No.	2000/18 Granted Patents Country United States United States	Grant No 6627776 6437185	Grant Date 30/09/2003 20/08/2002	Expiry Date: 13/06/2020 13/06/2020
Innospec Case No.	2000/19 Granted Patents Country United States	Grant No 6464991	Grant Date 15/10/2002	Expiry Date: 21/04/2020
Innospec Case No.	2000/20 Granted Patents Country United States	Grant No 6635775	Grant Date 21/10/2003	Expiry Date: 04/02/2020
Innospec Case No.	2001/08 Granted Patents Country United States	Grant No 6552212	Grant Date 22/04/2003	Expiry Date: 14/05/2021
Innospec Case No.	2004/07 Granted Patents Country United States	Grant No 7166739	Grant Date 23/01/2007	Expiry Date: 14/01/2024

Innospec Fuel Specialties LLC

Innospec Case No.	2006/03		
	Pending Applications		
	Country	Application Date	Application No
	Colombia	12/01/2009	09 012.319
	Korea	12/01/2009	2009-7002656
	Singapore	12/01/2009	2000900023-3
	Philippines	12/01/2009	1-2009-500007
	Japan	12/01/2009	2009-518984
	India	12/01/2009	310/MUMNP/2009
	China	12/01/2009	200680055319.8
	Australia	12/01/2009	2006350703
	Brazil	12/01/2009	P1062 1909-8
	Canada	12/01/2009	2,657,862
	South Africa	12/01/2009	2009/00194
	EPO	12/01/2009	06851828.1
	USA	09/01/2009	12/373,137

Innospec Case No.	2006/04		
	Pending Applications		
	Country	Application Date	Application No
	USA	27/09/2006	12/441,069

Innospec Case No.	2006/05		
	Pending Applications		
	Country	Application Date	Application No
	USA	27/09/2006	12/441,028

Innospec Case No.	2006/06		
	Pending Applications		
	Country	Application Date	Application No
	USA	08/01/2007	11/620,833

Innospec Case No.	2008/01		
	Pending Applications		
	Country	Application Date	Application No
	PCT	07/07/2009	PCT/US09/49778
	United States	11/07/2008	12/171,560

Schedule B

Trademarks

<u>Innosoc Fuel Specialties LLC</u>					
Country	Mark	Serial Number	Reg.No.	Application Date	Status
United States	BIOSTABLE	78782669	3,406,993	12/29/2005 Registered on 1 Apr 2008	Registered
United States	ECOCLEAN	77/378,819	3,573,756	Reg. Date 02/10/2009	Registered
Canada	ECOCLEAN	1437381	TMA769,28 8	05/7/2009 6/10/2010 Reg.	Registered
United States	BT-8	74564759	1923171	8/24/1994	Registered
United States	LEGAL DIESEL	78380068	3112701	3/8/2004	Registered
United States	SEA-L-SAVER	73760337	1537888	10/28/1988	Registered
United States	PREDATOR	77/794,183		31/07/2009	Allowed
Canada	PREDATOR	1446770		31/07/2009	Pending
<u>Innospec Active Chemicals LLC</u>					
Country	Mark	Serial Number	Reg No	Application Date	Status
United States	AMINOL	74/124,311	1,685,884	12/18/1990	Registered
United States	FINETEX	74/145,236	1,672,299	3/7/1991	Registered
United States	FINQUAT	74/124,308	1,698,646	12/18/1990	Registered
United States	FINSOLV	74/124,312	1,730,483	12/18/1990	Registered
United States	TAURANOL	74/124,309	1,687,448	12/18/1990	Registered

Schedule C

Copyrights

None.