

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Street Finance Corp.		12/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Townsend Chemical, LLC
Street Address:	7545 Haygood Road
City:	Shreveport
State/Country:	LOUISIANA
Postal Code:	71107
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

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: (212)728-8111
 Phone: (212)728-8000
 Email: ipdept@willkie.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kim A. Walker
 Address Line 1: 787 Seventh Avenue
 Address Line 2: Willkie Farr & Gallagher LLP
 Address Line 4: New York, NEW YORK 10019

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ATTORNEY DOCKET NUMBER:	120582.00002 K. WALKER
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	12/27/2011
Total Attachments: 4 source=fifthstreetfinanceandtownsendchemicalreleaseofsecurityinterest#page1.tif source=fifthstreetfinanceandtownsendchemicalreleaseofsecurityinterest#page2.tif source=fifthstreetfinanceandtownsendchemicalreleaseofsecurityinterest#page3.tif source=fifthstreetfinanceandtownsendchemicalreleaseofsecurityinterest#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release") dated as of December 20, 2011 by FIFTH STREET FINANCE CORP., a Delaware Corporation located at 100 Bank Street, 12th Floor, White Plains, New York 10606 as Administrative Agent for the Secured Parties (the "Agent"), in favor TOWNSEND CHEMICAL, LLC, an Indiana limited liability company located at 7545 Haygood Road, Shreveport, Louisiana 71107 (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Annex to Security Agreement, dated as of July 15, 2011, made by the Obligor in favor of the Agent (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), the Obligor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Obligor agreed, as a condition of the Security Agreement, to execute that certain Trademark Collateral Assignment and Security Agreement, dated as of July 15, 2011, made by the Obligor in favor of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 2, 2011, at Reel 4596/ Frame 410; and

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release the liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office.

WHEREAS, the Obligor has fully paid, satisfied and fulfilled all of their obligations to cause the Agent to release the Agent's security interest in the Trademark Collateral under the Security Agreement, and the parties seek to record the Agent's termination and release of any and all of the Agent's security interests in the Trademark Collateral.

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to the following, whether now owned or hereafter acquired by the Obligor, wherever located, and whether now or hereafter existing or arising: (a) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names,

business names, corporate names and other source identifiers, whether registered or unregistered, and all common-law rights relating thereto, together, in each case, with the goodwill of the business symbolized thereby; (b) all registrations and applications for registration for any of the foregoing, together with all extensions and renewals thereof, including, without limitation, each trademark registration and application referred to in Schedule A hereto; (c) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Obligor accruing thereunder or pertaining thereto; (d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, misuse, or violation with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto; and (e) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Secured Obligations relating to, any and all of the foregoing. All terms used herein and not otherwise defined shall have the meaning set forth or ascribed thereto in the Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases, discharges and reassigns to the Obligor its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release by its duly authorized officer as of the date first above written.

FIFTH STREET FINANCE CORP.,
a Delaware corporation,
as Administrative Agent

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

By: Ivelin M. Dimitrov
Ivelin M. Dimitrov
Chief Investment Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

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