

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arizona Chemical Company		02/28/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	0546338	ACINTOL
Registration Number:	1154340	AQUATAC
Registration Number:	2810445	ARIZONA
Registration Number:	2779502	ARIZONA CHEMICAL
Registration Number:	0815993	BECKACITE
Registration Number:	0580811	CENTURY
Registration Number:	2886414	CENWAX
Registration Number:	1709624	MICROMID
Registration Number:	0506554	NEWPORT
Registration Number:	0507028	NEWPORT
Registration Number:	0443238	PENTACITE
Registration Number:	0825157	SOLWYTE
Registration Number:	0833136	STA-TAC
Registration Number:	0815994	SUPER-BECKACITE

**OP \$1040.00 0546338**

Registration Number:	1040359	SYLFAT
Registration Number:	0724674	SYLFAT
Registration Number:	2617023	SYLVABLEND
Registration Number:	2770417	SYLVACLEAR
Registration Number:	2721617	SYLVACOTE
Registration Number:	1557471	SYLVADYM
Registration Number:	2779604	SYLVAGEL
Registration Number:	2623919	SYLVAGUM
Registration Number:	2735891	SYLVALITE
Registration Number:	1306649	SYLVALITE
Registration Number:	1492785	SYLVAMID
Registration Number:	1545957	SYLVAMID
Registration Number:	2433849	SYLVAPINE
Registration Number:	2211336	SYLVAPRINT
Registration Number:	2623918	SYLVARES
Registration Number:	0733990	SYLVAROS
Registration Number:	1085203	SYLVATAC
Registration Number:	1545955	SYLVATAC
Registration Number:	0864846	T GLO
Registration Number:	0943515	UNIDYME
Registration Number:	1040777	UNIFLEX
Registration Number:	2034460	UNI-KYD
Registration Number:	0803277	UNI-REZ
Registration Number:	1262091	UNI-TAC
Registration Number:	0664220	UNITOL
Registration Number:	2823322	ZONATAC
Registration Number:	1545956	ZONESTER

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0698
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	03/20/2007

**Total Attachments: 7**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2007 is entered into by ARIZONA CHEMICAL COMPANY, a Delaware corporation (the "Grantor") and CAPITALSOURCE FINANCE LLC, ("CapitalSource"), as collateral agent for the Secured Parties (the "Second Lien Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement (the "Second Lien Security Agreement"), dated as of February 28, 2007, among the Grantor, AZ Chem US Inc., AZ Chem US Holdings Inc., Arizona Arboris, Inc. and the Second Lien Collateral Agent.

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantor is granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks");

WHEREAS, concurrently herewith, the Grantor is entering into that certain First Lien Trademark Security Agreement (the "First Lien Trademark Security Agreement"), dated as of February 28, 2007 in favor of Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (the "First Lien Collateral Agent");

WHEREAS, pursuant to the First Lien Trademark Security Agreement, the Grantor is granting a first priority security interest in the Secured Trademarks to the First Lien Collateral Agent;

WHEREAS, pursuant to the Intercreditor Agreement, dated as of February 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time), among AZ Chem US Inc. (the indirect parent company of the Grantor), the First Lien Collateral Agent and the Second Lien Collateral Agent) (the "Intercreditor Agreement") are setting forth their respective rights and remedies with respect to the Secured Trademarks; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Second Lien Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Second Lien Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Secured Trademarks (provided that no security interest shall be granted in any intent-to-use Trademark applications until such time as a verified "statement of use" or "amendment to allege use" with respect thereto has been filed with and accepted in the United States Patent and Trademark Office), subject to the terms and conditions of the Second Lien Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Second Lien Collateral Agent under the Second Lien Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Second Lien Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall control.

(c) Notwithstanding anything herein to the contrary, the security interest granted to the Second Lien Collateral Agent hereunder are subject to the terms and conditions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Second Lien Security Agreement pursuant to which the Second Lien Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Second Lien Collateral Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Second Lien Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the First Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**ARIZONA CHEMICAL COMPANY,**  
as Grantor

By: *Gerald C. Martiner*  
Name: *GERALD C. MARTINER*  
Title: *PRESIDENT*

*Jessica Facciponti*

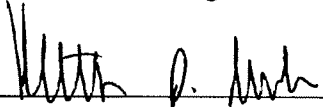
**JESSICA FACCIPONTI**  
Notary Public, State of New York  
No. 01FA6135560  
Qualified in Richmond County  
Commission Expires Nov. 14, 2009  
Certificate filed in New York County

*Signed before me on February 28 2007*

Second Lien Trademark Security Agreement

**TRADEMARK**  
**REEL: 003504 FRAME: 0180**

**CAPITALSOURCE FINANCE LLC,**  
as Second Lien Collateral Agent

By:   
Name: **Keith D. Reuben**  
Title: ***President - Healthcare & Specialty Fir***

SCHEDULE A

SECOND LIEN TRADEMARK SECURITY AGREEMENT

See attached list.



All of the trademarks set forth below are owned by Arizona Chemical Company:

Trademark	Status	App. No.	Registr. No.	Country Name	Class(es)	App. Date	Reg. Date
AQUATAC	Registered	73/213482	1154340	United States	1	30-Apr-1979	19-May-1981
ARIZONA (stylized)	Registered	78/133291	2810445	United States	1	05-Jun-2002	03-Feb-2004
ARIZONA CHEMICAL	Registered	78/133361	2779502	United States	1	05-Jun-2002	04-Nov-2003
CENTURY	Registered	71/639114	0580811	United States	1	06-Dec-1952	06-Oct-1953
CENWAX	Registered	78/241921	2886414	United States	1	25-Apr-2003	21-Sep-2004
MICROMID	Registered	74/213400	1709624	United States	1	18-Oct-1991	25-Aug-1992
STA-TAC	Registered	72/252208	833136	United States	1	11-Aug-1966	08-Aug-1967
SYLFAT	Registered	72/098467	724674	United States	6	06-Jun-1960	05-Dec-1961
SYLFAT	Registered	73/063769	1040359	United States	1	22-Sep-1975	01-Jun-1976
SYLVABLEN D	Registered	76/181217	2617023	United States	1	14-Dec-2000	10-Sep-2002
SYLVACLEA R	Registered	78/157211	2770417	United States	1	23-Aug-2002	30-Sep-2003
SYLVACOTE	Registered	75/459652	2721617	United States	1	31-Mar-1998	03-Jun-2003
SYLVAGEL	Registered	78/173363	2779604	United States	1	11-Oct-2002	04-Nov-2003
SYLVAGUM	Registered	76/228556	2623919	United States	1; 2	21-Mar-2001	24-Sep-2002
SYLVALITE	Registered	73/457130	1306649	United States	1	15-Dec-1983	27-Nov-1984
SYLVALITE	Registered	76/228554	2735891	United States	1	21-Mar-2001	15-Jul-2003
SYLVAMID	Registered	73/679416	1492785	United States	1	19-Aug-1987	21-Jun-1988
SYLVAMID	Registered	73/758124	1545957	United States	1	17-Oct-1988	04-Jul-1989
SYLVAPINE	Registered	75/459651	2433849	United States	1	31-Mar-1998	06-Mar-2001
SYLVAPRINT	Registered	74/577048	2211336	United States	1	22-Sep-1994	15-Dec-1998
SYLVARES	Registered	76/228555	2623918	United States	1	21-Mar-2001	24-Sep-2002
SYLVAROS	Registered	72/098468	733990	United States	1	06-Jun-1960	10-Jul-1962
SYLVATAC	Registered	73/135157	1085203	United States	1	25-Jul-1977	14-Feb-1978
SYLVATAC	Registered	73/758121	1545955	United States	1	17-Oct-1988	04-Jul-1989
T GLO	Registered; not in use and subject to cancellation	72228212	0864846	United States		September 20, 1965	February 18, 1969
UNIDYME	Registered	72/394412	0943515	United States	1	09-Jun-1971	26-Sep-1972
UNIFLEX	Registered	72/394411	1040777	United States	1	09-Jun-1971	01-Jun-1976
UNI-KYD	Registered	74/684546	2034460	United States	1	05-Jun-1995	28-Jan-1997
UNI-REZ	Registered	72/223849	0803277	United States	1	20-Jul-1965	08-Feb-1966
UNI-TAC	Registered	73/353784	1262091	United States	1	10-Mar-1982	27-Dec-1983
UNITOL	Registered; not in use and subject to cancellation	72032270	0664220	United States		June 19, 1957	July 15
ZONATAC	Registered	78/216265	2823322	United States	1	19-Feb-2003	16-Mar-2004
ZONESTER	Registered; not in use and subject to cancellation	73758123	1545956	United States		October 17, 1988	July 4
ACINTOL	Registered; not in use and subject to cancellation	71597867	0546338	United States		May 22, 1950	August 7, 1951
BECKACITE	Registered; not in use and subject to cancellation	72234416	0815993	United States		December 7, 1965	October 4, 1966

Trademark	Status	App. No.	Registr. No.	Country Name	Class(es)	App. Date	Reg. Date
NEWPORT	Registered; not in use and subject to cancellation	71543978	0506554	United States		December 10, 1947	February 8, 1949
NEWPORT	Registered; not in use and subject to cancellation	71543977	0507028	United States		December 10, 1947	February 22, 1949
PENTACITE	Registered; not in use and subject to cancellation	71520417	0443238	United States		April 9, 1947	August 16, 1949
SOLWYTE	Registered; not in use and subject to cancellation	72228210	0825157	United States		September 20, 1965	March 7, 1967
SUPER-BECKACITE	Registered; not in use and subject to cancellation	72234147	0815994	United States		December 7, 1965	October 4, 1966
SYLVADYM	Registered; not in use and subject to cancellation	73758122	1557471	United States		October 17, 1988	September 26, 1986