

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Petroferm Inc.		10/28/2008	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Fifth Third Bank, as administrative agent
<b>Street Address:</b>	38 Fountain Square Plaza
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	78592500	CIRABLEND
Serial Number:	78425895	SYNGARD
Serial Number:	78373765	PETROFERM
Serial Number:	78225072	STORSHIELD
Serial Number:	78206920	CHEAPSOLVENTS
Serial Number:	75760725	HYDREX
Serial Number:	75661579	LENIUM
Serial Number:	75632161	PEP-99
Serial Number:	75591017	HODAG
Serial Number:	75530667	LUMISOLVE
Serial Number:	75438373	LAMBENT WAX
Serial Number:	75325261	LAMBENT TECHNOLOGIES
Serial Number:	75468144	CIRASHINE
Serial Number:	75438393	LAMBENT-AMINE

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Serial Number:	75438374	LAMBENT-PHOS
Serial Number:	75269451	ADJUCAL
Serial Number:	74801445	PETROFERM
Serial Number:	74334537	POLYCAL
Serial Number:	74331334	OLEOCAL
Serial Number:	74331332	ERUCICAL
Serial Number:	74270312	EC-ULTRA
Serial Number:	74255225	PETROFERM
Serial Number:	74074746	BIOACT
Serial Number:	74042407	AXAREL
Serial Number:	73780186	RE-ENTRY
Serial Number:	73659163	PAF
Serial Number:	73591222	HO-FLOW

**CORRESPONDENCE DATA**

Fax Number: (404)572-5128  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-572-2533  
Email: jbalcita@kslaw.com  
Correspondent Name: King & Spalding LLP  
Address Line 1: Jeffrey P. Balcita  
Address Line 2: 1180 Peachtree Street  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	02176.015089
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	11/24/2008

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

### (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

October 28, 2008

WHEREAS, Petroferm Inc., a Delaware corporation (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, H.I.G. Chemicals, Inc., a Delaware corporation ("H.I.G. Chemicals"), Grantor, as successor by merger to Amelia Acquisition, Inc., H.I.G. Chemicals Holdings Corp., a Delaware corporation ("Holdings"), Fifth Third Bank, as administrative agent (in such capacity, the "Administrative Agent" or "Grantee"), and the Lenders party thereto have entered into an Amended and Restated Credit Agreement, dated as of October 27, 2008 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of October 27, 2008 made by Grantor (as successor by merger to Amelia Acquisition, Inc.) and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and

benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

*[Signature Page Following]*

Acknowledged:

FIFTH THIRD BANK, as Administrative Agent

By: John H. Lockwood

Name: John H. Lockwood

Title: Vice President

STATE OF ILLINOIS §  
COUNTY OF COOK §

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of October, 2008, by Keval Patel, the Vice President and Assistant Secretary of Petroferm Inc., a Delaware corporation, on behalf of said corporation.

[STAMP]

Michelle Lee Krofel  
Notary Public, State of Illinois

Michelle Lee Krofel  
(printed name)

My commission expires: 11/6/2011

[Seal]



NOTARIZATION PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003892 FRAME: 0953

## Schedule 1

### Trademarks

<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING/ REGISTRATION DATE</i>
CIRABLEND	78592500	3/22/05
SYNGARD	78425895	5/27/04
PETROFERM	78373765	2/25/04
STORSHIELD	78225072	3/13/03
CHEAPSOLVENTS	78206920	1/24/03
HYDREX	75760725	7/26/99
LENIUM	75661579	3/15/99
PEP-99	75632161	1/27/99
HODAG	75591017	11/16/98
LUMISOLVE	75530667	8/4/98
LAMBENT WAX	75438373	2/23/98
LABENT TECHNOLOGIES	75325261	7/16/97
CIRASHINE	75468144	4/15/98
LAMBENT-AMINE	75438393	2/23/98
LAMBENT-PHOS	75438374	2/23/98
ADJUCAL	75269451	4/4/97
PETROFERM	74801445	3/13/92
POLYCAL	74334537	11/25/92
OLEOCAL	74331334	11/16/92
ERUCIAL	74331332	11/16/92
EC-ULTRA	74270312	4/28/92
PETROFERM	74255225	3/13/92
BIOACT	74074746	7/2/90
AXAREL	74042407	3/26/90
RE-ENTRY	73780186	2/13/89
PAF	73659163	5/5/87
HO-FLOW	73591222	4/2/86

### Trademark Licenses

None