

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
Vantage Specialties, Inc.		07/13/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	banking corporation: OHIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1412835	HO-FLOW
Registration Number:	1587350	RE-ENTRY
Registration Number:	1641866	BIOACT
Registration Number:	1678957	AXAREL
Registration Number:	1740790	EC-ULTRA
Registration Number:	1782354	ERUCICAL
Registration Number:	1782355	OLEOCAL
Registration Number:	1822244	POLYCAL
Registration Number:	1841619	PETROFERM
Registration Number:	1955480	PETROFERM
Registration Number:	2185808	LAMBENT TECHNOLOGIES
Registration Number:	2253184	LAMBENT WAX
Registration Number:	2278050	LUMISOLVE
Registration Number:	2288873	LAMCHEM

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Registration Number:	2291076	LUMISORB
Registration Number:	2292487	LUMULSE
Registration Number:	2334991	HODAG
Registration Number:	2338188	LENIUM
Registration Number:	2498882	HYDREX
Registration Number:	2849978	PEP-99
Registration Number:	2885432	CHEAPSOLVENTS
Registration Number:	2938047	PETROFERM
Registration Number:	3124200	STORSHIELD
Registration Number:	3199405	SYNGARD

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	02176-015089
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/15/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

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

July 13, 2010

WHEREAS, Vantage Specialties, 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 Holdings Corp., a Delaware corporation ("Holdings"), certain of its subsidiaries, Fifth Third Bank, as administrative agent (in such capacity, the "Administrative Agent" or "Grantee"), and the lenders party thereto have entered into a Second Amended and Restated Credit Agreement, dated as of July 13, 2010 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Second Amended and Restated Security Agreement dated as of July 13, 2010 made by Holdings, Grantor 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 I 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 I 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}

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

VANTAGE SPECIALTIES, INC.

By: [Signature]
Name: Keval Patel
Title: Vice President

STATE OF Florida §
COUNTY OF Miami-Dade §

The foregoing instrument was acknowledged before me on this 13th day of July, 2010, by Keval Patel, the Vice President of Vantage Specialties, Inc., a Delaware corporation, on behalf of said Corporation.

[STAMP]

[Signature]
Notary Public, State of Florida

Sandra Villaman
(printed name)

My commission expires: May 24, 2014

[Seal]



SANDRA VILLAMAN
Notary Public, State of Florida
Commission #DD004822
My Commission Expires May, 24, 2014

Signature Page to Trademark Security Agreement

Acknowledged:

FIFTH THIRD BANK, as Administrative Agent

By: John H. Lockwood

Name: John H. Lockwood

Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004243 FRAME: 0251

Schedule 1

Trademarks

TRADEMARK	OWNER	REGISTRATION NUMBER (Serial Number)	REGISTRATION DATE (Filing Date)	COUNTRY
HO-FLOW	Vantage Specialties, Inc.	1,412,835 (73/591,222)	10/14/86 (04/02/86)	US
RE-ENTRY	Vantage Specialties, Inc.	1,587,350 (73/780,186)	03/20/90 (02/13/89)	US
BIOACT	Vantage Specialties, Inc.	1,641,866 (74/074,746)	04/23/91 (07/02/90)	US
AXAREL	Vantage Specialties, Inc.	1,678,957 (74/042,407)	03/10/92 (03/26/90)	US
EC-ULTRA	Vantage Specialties, Inc.	1,740,790 (74/270,312)	12/22/92 (04/28/92)	US
ERUCICAL	Vantage Specialties, Inc.	1,782,354 (74/331,332)	07/20/93 (11/16/92)	US
OLEOCAL	Vantage Specialties, Inc.	1,782,355 (74/331,334)	07/20/93 (11/16/92)	US
POLYCAL	Vantage Specialties, Inc.	1,822,244 (74/334,537)	02/22/94 (11/25/92)	US
PETROFERM	Vantage Specialties, Inc.	1,841,619 (74/801,445)	06/28/94 (03/13/92)	US
PETROFERM	Vantage Specialties, Inc.	1,955,480 (74/255,225)	02/13/96 (03/13/92)	US
LAMBENT TECHNOLOGIES	Vantage Specialties, Inc.	2,185,808 (75/325,261)	09/01/98 (07/16/97)	US
LAMBENT WAX	Vantage Specialties, Inc.	2,253,184 (75/438,373)	06/15/99 (02/23/98)	US

TRADEMARK	OWNER	REGISTRATION NUMBER (Serial Number)	REGISTRATION DATE (Filing Date)	COUNTRY
LUMISOLVE	Vantage Specialties, Inc.	2,278,050 (75/530,667)	09/14/99 (08/04/98)	US
LAMCHEM	Vantage Specialties, Inc.	2,288,873 (75/530,668)	10/26/99 (08/04/98)	US
LUMISORB	Vantage Specialties, Inc.	2,291,076 (75/530,661)	11/09/99 (08/04/98)	US
LUMULSE	Vantage Specialties, Inc.	2,292,487 (75/530,657)	11/16/99 (08/04/98)	US
HODAG	Vantage Specialties, Inc.	2,334,991 (75/591,017)	03/28/00 (11/16/98)	US
LENIUM	Vantage Specialties, Inc.	2,338,188 (75/661,579)	04/04/00 (03/15/99)	US
HYDREX	Vantage Specialties, Inc.	2,498,882 (75/760,725)	10/16/01 (07/26/99)	US
PEP-99	Vantage Specialties, Inc.	2,849,978 (75/632,161)	06/08/04 (01/27/99)	US
CHEAPSOLVENTS	Vantage Specialties, Inc.	2,885,432 (78/206,920)	09/14/04 (01/24/03)	US
PETROFORM	Vantage Specialties, Inc.	2,938,047 (78/373,765)	04/05/05 (02/25/04)	US
STORSHIELD	Vantage Specialties, Inc.	3,124,200 (78/225,072)	08/01/06 (03/13/03)	US
SYNGARD	Vantage Specialties, Inc.	3,199,405 (78/425,895)	01/16/07 (05/27/04)	US

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