

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC		08/26/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB
Street Address:	1100 North Market Street, Rodney Square North
Internal Address:	C/O Wilmington Trust Company
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	71520417	PENTACITE
Serial Number:	71543977	NEWPORT
Serial Number:	71543978	NEWPORT
Serial Number:	71597867	ACINTOL
Serial Number:	71639114	CENTURY
Serial Number:	72032270	UNITOL
Serial Number:	72098467	SYLFAT
Serial Number:	72098468	SYLVAROS
Serial Number:	72223849	UNI-REZ
Serial Number:	72228210	SOLWYTE
Serial Number:	72228212	T GLO
Serial Number:	72234146	BECKACITE
Serial Number:	72234147	SUPER-BECKACITE

CH \$1040.00 71520417

900170548

**TRADEMARK
 REEL: 004269 FRAME: 0738**

Serial Number:	72252208	STA-TAC
Serial Number:	72394411	UNIFLEX
Serial Number:	72394412	UNIDYME
Serial Number:	73063769	SYLFAT
Serial Number:	73135157	SYLVATAC
Serial Number:	73353784	UNI-TAC
Serial Number:	73213482	AQUATAC
Serial Number:	73457130	SYLVALITE
Serial Number:	73679416	SYLVAMID
Serial Number:	73758121	SYLVATAC
Serial Number:	73758122	SYLVADYM
Serial Number:	73758123	ZONESTER
Serial Number:	73758124	SYLVAMID
Serial Number:	74213400	MICROMID
Serial Number:	74577048	SYLVAPRINT
Serial Number:	74684546	UNI-KYD
Serial Number:	75459651	SYLVAPINE
Serial Number:	75459652	SYLVACOTE
Serial Number:	76181217	SYLVABLEND
Serial Number:	76228554	SYLVALITE
Serial Number:	76228555	SYLVARES
Serial Number:	76228556	SYLVAGUM
Serial Number:	78133291	ARIZONA
Serial Number:	78133361	ARIZONA CHEMICAL
Serial Number:	78157211	SYLVACLEAR
Serial Number:	78173363	SYLVAGEL
Serial Number:	78216265	ZONATAC
Serial Number:	78241921	CENWAX

CORRESPONDENCE DATA

Fax Number: (212)822-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5243
Email: jlesovitz@milbank.com
Correspondent Name: Jeffrey Lesovitz
Address Line 1: 1 Chase Manhattan Plaza
Address Line 4: NY, NEW YORK 10005

TRADEMARK

ATTORNEY DOCKET NUMBER:	30045-28500
NAME OF SUBMITTER:	Jeff Lesovitz
Signature:	/Jeff Lesovitz/
Date:	08/30/2010

Total Attachments: 52

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SUCCESSOR AGENT AGREEMENT

This SUCCESSOR AGENT AGREEMENT is dated as of August 26, 2010 (this "Agreement") by and among WILMINGTON TRUST FSB ("Wilmington" or the "Successor Agent"), AZ CHEM US INC., a Delaware corporation (the "Borrower"), AZ CHEM US HOLDINGS INC., a Delaware corporation ("U.S. Holdings"), certain subsidiaries of U.S. Holdings identified on the signature pages hereto (together with the Borrower and U.S. Holdings, the "Credit Parties"), the Requisite Lenders (as defined in the Credit Agreement described below), and solely for the purposes of Section 4, CAPITALSOURCE FINANCE LLC ("CapitalSource" or the "Prior Agent").

WHEREAS, the Credit Parties, the banks, financial institutions and other institutional lenders party thereto from time to time (the "Lenders") and CapitalSource, as administrative agent and collateral agent, entered into that certain Second Lien Credit and Guaranty Agreement, dated as of February 28, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"; and together with the other Credit Documents (as defined in the Credit Agreement), collectively, the "Credit Facility Documents"). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Credit Agreement;

WHEREAS, by notice dated July 6, 2010, the Prior Agent submitted its resignation as Administrative Agent and Collateral Agent in accordance with Section 9.7 of the Credit Agreement and Article 8 of the Pledge and Security Agreement and such resignation shall become effective upon the effectiveness of this Agreement;

WHEREAS, pursuant to Section 9.7 of the Credit Agreement and Article 8 of the Pledge and Security Agreement, the Requisite Lenders desire to appoint Wilmington to act as the successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Credit Facility Documents;

WHEREAS, the Credit Parties approve the Requisite Lenders' appointment of Wilmington as the successor Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Facility Documents; and

WHEREAS, Wilmington accepts such appointment as successor Administrative Agent and Collateral Agent on the terms and conditions hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Appointment of Agent. Pursuant to Section 9.7 of the Credit Agreement and Article 8 of the Pledge and Security Agreement, the Requisite Lenders hereby appoint Wilmington to act as the successor Administrative Agent and Collateral Agent under the Credit Facility Documents, in each case, effective as of the date hereof. The Successor Agent hereby accepts, and the Credit Parties approve, the appointment to act as the Administrative Agent and Collateral Agent under the Credit Facility Documents. For avoidance of doubt, with respect to

the Intercreditor Agreement, the term "Second Lien Collateral Agent" as used therein shall mean the Successor Agent.

2. Rights, Duties and Obligations. The Successor Agent is hereby vested with all the rights, powers, discretion and privileges of the Prior Agent, as described in the Credit Facility Documents, and the Successor Agent assumes from and after the date hereof the obligations, responsibilities and duties of the Prior Agent, in accordance with the terms of the Credit Facility Documents. Nothing in this Agreement shall be deemed a termination of the provisions of any Credit Facility Document (including, without limitation, Sections 9 and 10.3 of the Credit Agreement) that survive the Prior Agent's resignation. The parties hereby agree that the provisions of Sections 9 and 10.3 of the Credit Agreement shall apply to all actions taken by Wilmington under or in connection with this Agreement or the Credit Facility Documents, whether taken before, on or after the date of this Agreement. Each of the Credit Parties and the Lenders acknowledges that Wilmington has no liability for actions of CapitalSource in its capacity as Agent. The Lenders acknowledge that Wilmington should not be liable for any loss or liability incurred by any Lender as a consequence of Wilmington not having been provided with all information or documents available to the Prior Agent or in the Prior Agent's possession in its capacity as Agent.

3. Representations and Warranties. In order to induce Wilmington to enter into this Agreement, the Credit Parties and the undersigned Lenders, severally, but not jointly or jointly and severally, hereby make the following representations and warranties to Wilmington as of the date hereof:

(a) Loan Status. Schedule I sets out (i) the outstanding principal amount of, and accrued interest payable on, the Obligations as of August 31, 2010 (assuming no prepayments are made after the date of this Agreement and on or prior to August 31, 2010) and (ii) any other fees, charges and expenses due and payable to the Prior Agent or the Lenders as of August 31, 2010.

(b) Documents. As of the date hereof there have been no amendments, supplements or consents to the Credit Facility Documents, except as set forth in Schedule II.

In addition, the undersigned Lenders, severally, but not jointly or jointly and severally, hereby represent and warrant to Wilmington as of the date hereof that (i) on the signature page of each Lender consenting hereto is the true and correct amount of the outstanding principal amount of the Obligations owing to each such Lender under the Credit Agreement and (ii) Schedule III is a list of the Credit Facility Documents delivered by the Lenders to the Successor Agent as of the date hereof.

4. Covenants. The Credit Parties, jointly and severally, and the undersigned Lenders, severally, but not jointly or jointly and severally, covenant and agree that they will, in each case at the Credit Parties' or the Lenders' expense (in accordance with and pursuant to Section 9.7 of the Credit Agreement and Article 8 of the Pledge and Security Agreement) use their commercially reasonable efforts to cause the Prior Agent to: (a) deliver, or cause to be

delivered, promptly to the Successor Agent executed originals or, if the same are not readily available to the Prior Agent, execution versions of the Credit Agreement and the other Credit Facility Documents listed on Schedule III, (b) deliver, or cause to be delivered, promptly to the Successor Agent, copies of any written notices, financial statements, reports, and other information delivered by the Credit Parties to the Prior Agent under Section 5.1 of the Credit Agreement after August 26, 2010, (c) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Prior Agent under the Credit Facility Documents to the Successor Agent, and (d) take all actions reasonably requested by the Successor Agent or its representatives to facilitate the transfer of information to the Successor Agent in connection with the Credit Facility Documents. Notwithstanding the foregoing, except as set forth in Section 2 hereof, it is expressly understood by all parties that the Prior Agent shall be discharged from all duties and obligations under the Credit Facility Documents on the date hereof and nothing contained herein is intended to create any duty or obligation on the part of the Prior Agent. The Credit Parties and the Lenders party hereto hereby consent to all actions taken by the Prior Agent and the Successor Agent pursuant to this Section, including, without limitation, the sharing of information related to the Credit Parties or the Lenders, that may otherwise be subject to confidentiality restrictions, between the Prior Agent and Successor Agent in furtherance of the purpose of this Agreement. In furtherance of the foregoing, the Prior Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing reasonably believed by it to be genuine and to have been signed or sent by the proper person. The Prior Agent may also rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. It is the intention and understanding of the Prior Agent and the Successor Agent that any exchange of information under this Section 4 that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information") (i) will not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) will not diminish the confidentiality of the Privileged Information and (iii) will not be asserted as a waiver of any such privilege, doctrine or rule by the Prior Agent or the Successor Agent. The Prior Agent and the Successor Agent will, before exchanging any Privileged Information, enter into any mutually acceptable agreement or agreements as the Prior Agent and/or the Successor Agent may deem necessary to effectuate the intentions set forth in the foregoing sentence. The Prior Agent shall be entitled to the reimbursement of all reasonable out-of-pocket fees and costs (including reasonable attorneys' fees) incurred in connection with responding to any request made pursuant to this Section.

5. Successor Agent's Fees and Expenses. Commencing on the date hereof, (a) the Successor Agent shall be entitled to receive its agency fees and expenses set forth in that certain fee letter dated as of August 26, 2010 between the Successor Agent, the Borrower and U.S. Holdings and (b) the Prior Agent shall cease to be entitled to receive the administrative agent fees provided by the Credit Agreement, provided that the Prior Agent shall remain entitled to receive any unpaid administrative agent fees and expenses owed to it pursuant to the Credit Facility Documents for which it has submitted invoices to the Borrower prior to the date hereof. All other provisions of the Credit Facility Documents providing for the payment of fees and expenses of, and providing indemnities for the benefit of, the Prior Agent shall remain in full force and effect for the benefit of the Successor Agent and the Prior Agent. In addition to all other indemnities provided to the Prior Agent by the Credit Parties under the Credit Facility

Documents and without prejudice to those indemnities, the Credit Parties shall jointly and severally indemnify Wilmington on the terms set forth in Section 10.3 of the Credit Facility for any reasonable cost, loss or liability incurred by Wilmington as a consequence of any person making any claim against Wilmington in its capacity as Agent where such action is attributable to CapitalSource acting in its capacity as Agent or purporting to act in the capacity of Agent or as a consequence of CapitalSource failing to follow Wilmington's request to provide Wilmington with information that is, or documents that are, in CapitalSource's possession or would have been in CapitalSource's possession if it had properly performed its obligations under the Credit Facility Documents as Prior Agent. The Lenders acknowledge and agree that the indemnity in Section 10.3 of the Credit Agreement shall apply to any reasonable cost, loss or liability incurred by Wilmington as a consequence of the actions of CapitalSource in its capacity as Agent or purporting to act in the capacity of Agent or any failure by CapitalSource to provide Wilmington with all information and documents required by Wilmington in order to perform its obligations as Successor Agent under the Credit Facility Documents at any time.

6. Entire Agreement. This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, the Credit Agreement and the other Credit Facility Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

7. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

8. Submission To Jurisdiction. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) consents to service of process in the manner provided for notices in Section 10.1 of the Credit Agreement as in effect on the date hereof (except that in the case of service of process to Wilmington, the relevant address for such service of process shall be: 246 Goose Lane, Suite 105, Guilford, CT 06437, Attention: Joseph O'Donnell, (Facsimile No. 203-453-1183; e-mail jodonnell@wilmingtontrust.com) or at such other address of which the parties hereto shall have been notified pursuant thereto, with a copy

to Wilmington Trust FSB c/o Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-1605; Attention: James A. Hanley, CCTS, Vice President (Facsimile No. 302-636-4145; e-mail jhanley@wilmingtontrust.com); and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

9. Consents.

(a) The undersigned Lenders hereby represent and warrant that (i) each is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law, and (ii) at the date of execution of this Agreement, each Lender owns the principal amount of Obligations set forth below its signature block;

(b) The Credit Parties hereby represent and warrant that (i) they are duly authorized to execute and perform their obligations under this Agreement and that such execution is not prohibited by law, and (ii) the Credit Parties consent to the appointment of Wilmington as successor Administrative Agent and Collateral Agent under the Credit Facility Documents.

10. WAIVERS OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

11. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED IN ALL RESPECTS BY, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

12. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

13. Counterparts and Facsimile. This Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Agreement by facsimile or electronic mail, and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

[Signature Pages Follow]

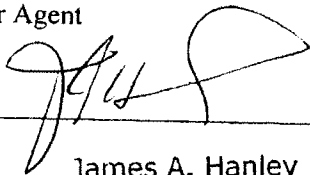
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

WILMINGTON TRUST FSB,
as Successor Agent

By: _____

Name:

Title:



James A. Hanley
Vice President


[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

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Acknowledged solely for the purposes of Section 4 by:

CAPITALSOURCE FINANCE LLC
as Prior Agent

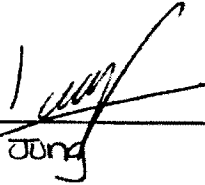
By:  _____
Name:
Title:

[Signature Page to Successor Agent Agreement]

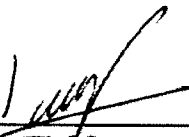
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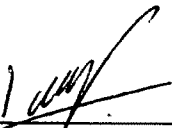
AZ CHEM US INC.,
as Borrower

By: 
Name: Frederic Jung
Title: CFO

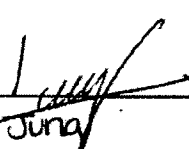
AZ CHEM US HOLDINGS INC.

By: 
Name: Frederic Jung
Title: CFO

ARIZONA CHEMICAL COMPANY

By: 
Name: Frederic Jung
Title: CFO

ARIZONA ARBORIS, INC.

By: 
Name: Frederic Jung
Title: CFO


[Signature Page to Successor Agent Agreement]

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Requisite Lenders

1776 CLO I, LTD.
as a Lender

By: 
Name: JONES KELLY
Title: AUTHORIZED SIGNATORY

Outstanding Principal Amount of Obligations as of
August 18, 2010:

\$ 3,000,000.00

[Signature Page to Successor Agent Agreement]

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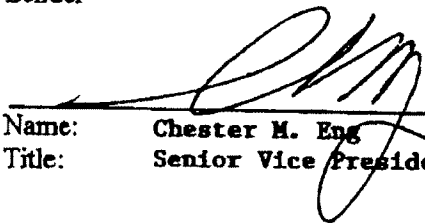
Requisite Lenders

AMMC CLO VI, LIMITED

**By: American Money Management Corp.,
as Collateral Manager**

as a Lender

By: _____


Name: **Chester M. Eng**
Title: **Senior Vice President**

Outstanding Principal Amount of Obligations as of
August __, 2010:

\$500,000.00

[Signature Page to Successor Agent Agreement]

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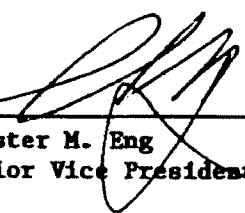
Requisite Lenders

AMMC VII, LIMITED

By: American Money Management Corp.,
as Collateral Manager

as a Lender

By: _____


Name: Chester M. Eng
Title: Senior Vice President

Outstanding Principal Amount of Obligations as of
August __, 2010:

\$500,000.00

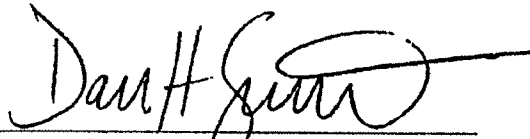
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Requisite Lenders

CALLIDUS DEBT PARTNERS CLO FUND II, LTD.

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 
Name: Daniel H. Smith
Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$1,500,000.00

[Signature Page to Successor Agent Agreement]

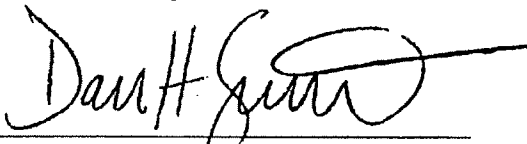
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Requisite Lenders

CALLIDUS DEBT PARTNERS CLO FUND III, LTD.

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 
Name: Daniel H. Smith
Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$1,275,000.00

[Signature Page to Successor Agent Agreement]

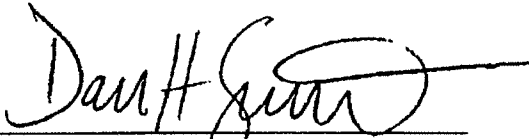
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Requisite Lenders

CALLIDUS DEBT PARTNERS CLO FUND IV, LTD.

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 

Name: Daniel H. Smith

Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$1,050,000.00

[Signature Page to Successor Agent Agreement]

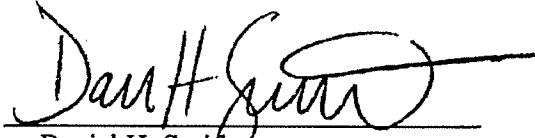
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TRADEMARK
REEL: 004269 FRAME: 0755

Requisite Lenders

CALLIDUS DEBT PARTNERS CLO FUND V, LTD.

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 
Name: Daniel H. Smith
Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$1,275,000.00

[Signature Page to Successor Agent Agreement]

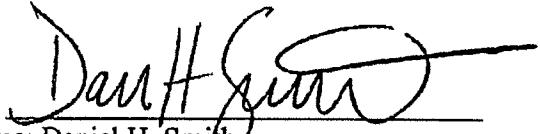
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Requisite Lenders

CALLIDUS DEBT PARTNERS CLO FUND VI, LTD.

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 
Name: Daniel H. Smith
Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$850,000.00

[Signature Page to Successor Agent Agreement]

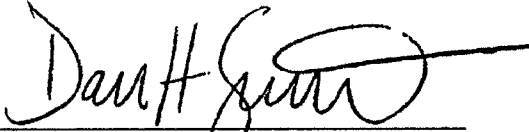
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Requisite Lenders

CALLIDUS DEBT PARTNERS CLO FUND VII, LTD.

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 

Name: Daniel H. Smith

Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$1,700,000.00

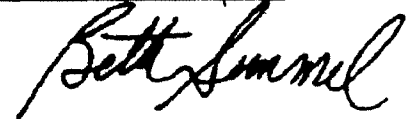
[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0758

Requisite Lenders

Commonwealth of Pennsylvania State Employees' Retirement System
as a Lender

By: 
Name: Beth Semmel
Title: Portfolio Manager

Outstanding Principal Amount of Obligations as of
August 11, 2010:

500,000

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

FM LEVERAGED CAPITAL FUND I

By: GSO/BLACKSTONE Debt Funds Management LLC
as Subadviser to FriedbergMilstein LLC, as a Lender

By: 

Name: Daniel H. Smith

Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$2,916,666.67

[Signature Page to Successor Agent Agreement]


#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0760

Requisite Lenders

FRIEDBERGMILSTEIN PRIVATE CAPITAL FUND I

By: GSO/BLACKSTONE Debt Funds Management LLC
as Subadviser to FriedbergMilstein LLC

By: 

Name: Daniel H. Smith

Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$3,700,000.00

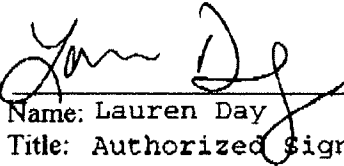
[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0761

Requisite Lenders

GOLDMAN SACHS CREDIT PARTNERS L.P.
as a Lender

By:  _____
Name: Lauren Day
Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 13, 2010:

5,201,606.59

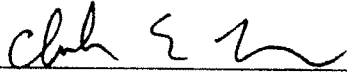
[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

ING International (II) - Senior Loans
By: ING Investment Management Co.,
as its investment manager

as a Lender

By: 
Name: CHARLES E. LEMIEUX, CFA
Title: SENIOR VICE PRESIDENT

Outstanding Principal Amount of Obligations as of
August 13, 2010:

\$333,333.33


[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

ING Investment Management CLO II, LTD.
By: ING Alternative Asset Management LLC,
as its investment manager

as a Lender

By: 
Name:
Title: CHARLES E. LEMIEUX, CFA
SENIOR VICE PRESIDENT

Outstanding Principal Amount of Obligations as of
August 13, 2010:

\$250,000.00

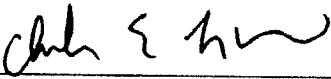
[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

ING Investment Management CLO III, LTD.
By: ING Alternative Asset Management LLC,
as its investment manager

as a Lender

By: 
Name:
Title: CHARLES E. LEMIEUX, CFA
SENIOR VICE PRESIDENT

Outstanding Principal Amount of Obligations as of
August 13, 2010:

\$250,000.00


[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

ING Investment Management CLO IV, LTD.
By: ING Alternative Asset Management LLC,
as its investment manager

as a Lender

By: 
Name: CHARLES E. LEMIEUX, CFA
Title: SENIOR VICE PRESIDENT

Outstanding Principal Amount of Obligations as of
August 13, 2010:

\$250,000.00

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

KATONAH X CLO LTD.

as a Lender

By: 

DANIEL GILLIGAN
Authorized Officer
Katonah Debt Advisors, L.L.C.
As Manager


Outstanding Principal Amount of Obligations as of
August __, 2010:

\$2,000,000.00

Requisite Lenders

KOHLBERG CAPITAL FUNDING LLC I

as a Lender

By:  DANIEL GILLIGAN
Name: Authorized Signatory
Title: Kohlberg Capital Corporation

Outstanding Principal Amount of Obligations as of
August __, 2010:

\$4,000,000.00/100

[Signature Page to Successor Agent Agreement]


#4825-2631-2967
#4825-2631-2967

Requisite Lenders

LCM I LIMITED PARTNERSHIP

By: LCM Asset Management LLC

As Collateral Manager
as a Lender

By: 
Name: **LCM Asset Management LLC**
Title: **Sophie A. Venon**

Outstanding Principal Amount of Obligations as of
August 12, 2010:


\$ 500,000

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

LCM II LIMITED PARTNERSHIP
By: **LCM Asset Management LLC**
As Collateral Manager
as a Lender

By: 
Name: **LCM Asset Management LLC**
Title: **Sophie A. Venon**

Outstanding Principal Amount of Obligations as of
August 12, 2010:


\$ 500,000

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

~~LCM III, Ltd.~~
By: **LCM Asset Management LLC**
~~As Collateral Manager~~
as a Lender

By: 
Name: **LCM Asset Management LLC**
Title: **Sophie A. Venon**

Outstanding Principal Amount of Obligations as of
August 11, 2010:

\$ 500,000

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

LCM IV, Ltd.

By: LCM Asset Management LLC

As Collateral Manager
as a Lender

By:  _____

Name: **LCM Asset Management LLC**
Title: **Sophie A. Venon**

Outstanding Principal Amount of Obligations as of
August 12, 2010:

 \$ 500,000

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

LCM V, Ltd.

By: LCM Asset Management LLC

as a Lender **As Collateral Manager**

By: _____



Name: **LCM Asset Management LLC**
Title: **Sophie A. Venon**

Outstanding Principal Amount of Obligations as of
August 12, 2010:

€ 500,000

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0773

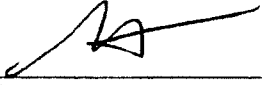
Requisite Lenders

LCM VI, Ltd.

By: LCM Asset Management LLC

as a Lender ^{As Collateral Manager}

By: _____


Name: **LCM Asset Management LLC**
Title: **Sophie A. Venon**

Outstanding Principal Amount of Obligations as of
August 1, 2010:

\$500,000

[Signature Page to Successor Agent Agreement]

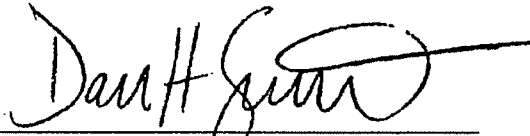
#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0774

Requisite Lenders

MAPS CLO FUND I, LLC

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 
Name: Daniel H. Smith
Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$1,725,000.00

[Signature Page to Successor Agent Agreement]

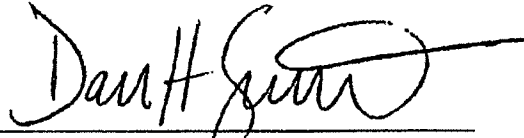
#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0775

Requisite Lenders

MAPS CLO FUND II, LLC

By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: 
Name: Daniel H. Smith
Title: Authorized Signatory

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$1,275,000.00

[Signature Page to Successor Agent Agreement]

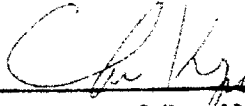
#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0776

Requisite Lenders

PPM GRAYHAWK CLO, LTD.

_____ as a Lender

By:  _____
PPM America, Inc. as Collateral Manager

By: _____
Name:
Title:

**Chris Kappas,
Managing Director**

Outstanding Principal Amount of Obligations as of
August 20, 2010:

\$500,000.00

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

PRIMUS CLO II Ltd.
as a Lender

ROBERT E. WEEDEN
Managing Director

By: 

Name:

Title: ROBERT E. WEEDEN
Managing Director

Outstanding Principal Amount of Obligations as of
August 19, 2010:

500,000

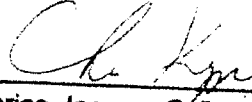
[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

SERVES 2006-1, Ltd.

Requisite Lenders

_____ as a Lender

By: 
PPM America, Inc., as Collateral Manager

**Chris Kappas,
Managing Director**

By: _____
Name:
Title:

Outstanding Principal Amount of Obligations as of
August 20, 2010:

500,000.00


[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

TRADEMARK
REEL: 004269 FRAME: 0779

Requisite Lenders

TELOS CLO 2007-2, Ltd by: Tricadia Loan Management LLC
as a Lender

By: 
Name: JOHN J. McCORMICK, III
Title: Managing Director

Outstanding Principal Amount of Obligations as of
August 19, 2010:

\$500,000.00

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

The Hartford Mutual Funds, Inc., on behalf of The Hartford
Floating Rate Fund
By Hartford Investment Management Company, its
Sub-advisor

By: _____
Name: _____
Title: _____

Outstanding Principal Amount of Obligations as of
August 12 2010:

11,250,000.00 _____

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Requisite Lenders

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Strategic Income Fund
By: Hartford Investment Management Company
Its Investment Manager

By: _____
Name: _____
Title: JVP

Outstanding Principal Amount of Obligations as of
August 12 2010:

_____ 250,000.00 _____

[Signature Page to Successor Agent Agreement]

#4825-2631-2967
#4825-2631-2967

Schedule I

Loan Status
(as of August 31, 2010)

Outstanding principal amount of the Obligations (assuming no prepayments are made after August 26, 2010 and on or prior to August 31, 2010)	\$115,497,500.00
Accrued interest payable on the Obligations	\$1,840,234.34
Any other fees, charges and expenses due and payable to the Prior Agent or the Lenders	\$0.00

SCHEDULE II

Amendments, Supplements, Consents to Credit Facility Documents

First Amendment to Second Lien Credit and Guaranty Agreement, dated as of July 24, 2008, by and among AZ Chem U.S. Inc, CapitalSource Finance LLC, as Administrative Agent, Goldman Sachs Credit Partners L.P., as Syndication Agent, the Guarantors listed on the signature pages thereto and the Lenders party thereto.

Second Amendment to Second Lien Credit and Guaranty Agreement, dated as of May 28, 2010, by and among AZ Chem U.S. Inc, CapitalSource Finance LLC, as Administrative Agent, Goldman Sachs Credit Partners L.P., as Syndication Agent, the Guarantors listed on the signature pages thereto and the Lenders party thereto.

SCHEDULE III

Credit Facility Documents

Second Lien Pledge and Security Agreement, dated as of February 28, 2007, between each of the grantors party thereto and CapitalSource Finance LLC, as Collateral Agent.

Intercreditor Agreement, dated as of February 28, 2007, by and among AZ Chem US Inc., Goldman Sachs Credit Partners L.P. and CapitalSource Finance LLC.

Second Lien Trademark Security Agreement, dated as of February 28, 2007, by Arizona Chemical Company and CapitalSource Finance LLC.

Second Lien Patent Security Agreement, dated as of February 28, 2007, by Arizona Chemical Company and CapitalSource Finance LLC.

Deposit Account Control Agreement, dated as of April 3, 2007, among Arizona Chemical Company, Goldman Sachs Credit Partners L.P., CapitalSource Finance LLC and PNC Bank, National Association.

Deposit Account Control Agreement, dated as of April 4, 2007, among Arizona Chemical Company, Goldman Sachs Credit Partners L.P., CapitalSource Finance LLC and Bank of America, N.A.

Deposit Account Control Agreement, dated as of April 6, 2007, among AZ Chem US Inc., Goldman Sachs Credit Partners L.P., CapitalSource Finance LLC and JPMorgan Chase Bank, N.A.

Deposit Account Control Agreement, dated as of April 6, 2007, among AZ Chem US Holdings Inc., Goldman Sachs Credit Partners L.P., CapitalSource Finance LLC and JPMorgan Chase Bank, N.A.

Deposit Account Control Agreement, dated as of April 19, 2007, by and among Wachovia Bank, National Association, Arizona Chemical Company and CapitalSource Finance LLC.

Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing For Commercial Purposes, dated as of May 11, 2007, by Arizona Chemical Company, as Mortgagor to Goldman Sachs Credit Partners L.P. (as First Lien Mortgagee) and CapitalSource Finance LLC (as Second Lien Mortgagee), in respect of the property located at Panama City Plan, South End of Everett Street, Panama City, FL.

Fee and Leasehold Deed to Secure Debt, Assignment of Leases and rents, and Security Agreement for Commercial Purposes, dated as of May 11, 2007, by Arizona Chemical Company, as Grantor, to CapitalSource Finance LLC, as Grantee, in respect of the fee property located at West Lathrop Avenue, Savannah, GA 31415 and the leasehold property located at 1201 W. Lathrop Ave., Savannah, GA 31415.

Open-end Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing for Commercial Purposes, dated as of May 11, 2007, by Arizona Chemical Company, as Mortgagor to CapitalSource Finance LLC, as Mortgagee, in respect of the property located at Dover Plan, 875 Harger Street, Dover, OH 44622.

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: *[Signature]*
Name: *GERALD C. MARTELLER*
Title: *PRESIDENT*

[Signature]

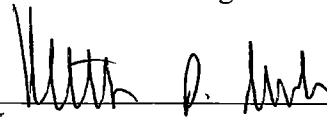
JESSICA FACCIPONTI
Notary Public, State of New York
No. 01FA6136580
Qualified in Richmond County
Commission Expires Nov. 14, 2009
Certificate filed in New York County

Signed before me on February 26 2007

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 004269 FRAME: 0789

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	Registered	78/133291	2810445	United States	1	05-Jun-2002	03-Feb-2004
(stylized) 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	Registered	76/181217	2617023	United States	1	14-Dec-2000	10-Sep-2002
D SYLVACLEA	Registered	78/157211	2770417	United States	1	23-Aug-2002	30-Sep-2003
R 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