

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
Chemetail US, Inc.		02/10/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2350107	ALKASOL
Registration Number:	2871120	CIRCHLOR
Registration Number:	2388959	PYRENE
Registration Number:	3868930	TECH COOL
Registration Number:	1779987	AK-7315
Registration Number:	2176733	CELLUTECH
Registration Number:	0621011	CHLOR-TERGENT
Registration Number:	0642774	CHROMICOAT
Registration Number:	0412149	CRYSCOAT
Registration Number:	0412276	CRYSCOAT
Registration Number:	0841401	EZE-PEEL
Registration Number:	0810255	FISAN
Registration Number:	1498236	FLEETLINE
Registration Number:	0750499	FOAMIZER

CH \$1115.00 2350107

Registration Number:	1743843	GEO-GUARD
Registration Number:	0627340	HURRICLEAN
Registration Number:	0979571	INTEX
Registration Number:	0952861	INTEX
Registration Number:	0654909	LIQUI-DET
Registration Number:	2005071	MORCLEAN
Registration Number:	0856730	OAKITE
Registration Number:	0418060	OAKITE
Registration Number:	0417925	OAKITE
Registration Number:	0249419	OAKITE
Registration Number:	0423465	OAKITE
Registration Number:	0330255	OAKITE
Registration Number:	192611	OAKITE
Registration Number:	0671003	OAKITE DRYCID
Registration Number:	1491797	OKEMCOAT
Registration Number:	0617298	PENETRANT
Registration Number:	0728085	POWER-DET
Registration Number:	0640541	RINSITE
Registration Number:	1675529	ROUNDHOUSE
Registration Number:	0611891	RUSTRIPPER
Registration Number:	0402462	SOLVENTOL
Registration Number:	0738796	SPEEDET
Registration Number:	0745969	STERI-DET
Registration Number:	3247100	TECH BOND
Registration Number:	2996671	TECH PHOS
Registration Number:	0839725	VERSADET
Registration Number:	0920494	ENPROX
Registration Number:	2401358	EZE
Registration Number:	1618339	PLASTI-PREP
Registration Number:	2902975	TECH BRITE

CORRESPONDENCE DATA

Fax Number: (212)751-4864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-906-1200

Email: angela.amaru@lw.com

TRADEMARK
REEL: 004478 FRAME: 0947

Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 030786-0456

NAME OF SUBMITTER: Angela M. Amaru

Signature: /s/ Angela M. Amaru

Date: 02/15/2011

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 10, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a Security Agreement dated as of February 10, 2011 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, a security interest in all of the following property now owned or hereafter acquired by such Grantor or in which such Grantor now has or at any time in future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and applications to register any of the foregoing in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including all such registrations and applications listed on Schedule A hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

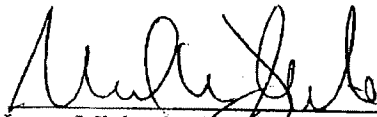
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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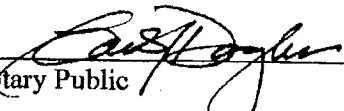
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHEMETALL CORPORATION

By: 
Name: Michael W. Valente
Title: Assistant Secretary

STATE OF NEWJERSEY)
) ss.
COUNTY OF MERCER)

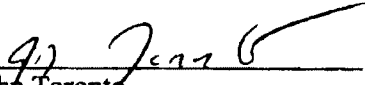
On this 8th day of February, 2011 before me personally appeared MICHAEL W. VALENTE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHEMETALL CORPORATION who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

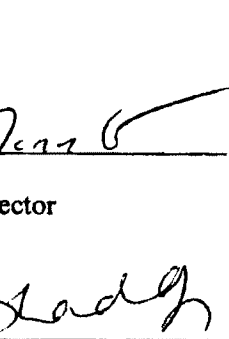

Notary Public
CAROL J. DEAGLER
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 9/29/2015

[Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Administrative Agent

By: 
Name: John Toronto
Title: Managing Director

By: 
Name: Vipul Dhadha
Title: Associate

[Trademark Security Agreement]

TRADEMARK
REEL: 004478 FRAME: 0959

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Ceramtec North America Corporation

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
1.	CERAMASEAL	76225418	3/15/2001	REGISTERED
		2679868	1/28/2001	
2.	CERAMTEC	78867109	4/21/2006	REGISTERED
		3453790	6/24/2008	

Chemetall Corporation

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
1.	AQUA-SHED	75019301	11/14/1995	REGISTERED
		2067950	6/3/1997	
2.	PERMATREAT	73757775	10/13/1988	REGISTERED
		1590383	4/10/1990	

Chemetall US, Inc.

	Trademark/ Image	Application Number/ Registration Number	Application Date/ Registration Date	Status
1.	ALKASOL	75744286 2350107	7/6/1999 5/16/2000	REGISTERED
2.	CIRCHLOR	76518451 2871120	5/1/2003 8/10/2004	REGISTERED
3.	PYRENE	75173333 2388959	9/27/1996 9/26/2000	REGISTERED
4.	TECH COOL	76701659 3868930	2/17/2010 11/2/2010	REGISTERED
5.	AK-7315	74334151 1779987	11/24/1992 7/6/1993	REGISTERED RENEWED
6.	CELLUTECH	75312186 2176733	6/20/1997 7/28/1998	REGISTERED
7.	CHLOR-TERGENT	71685608 0621011	4/15/1955 2/7/1956	REGISTERED
8.	CHROMICOAT	72006821 0642774	4/20/1956 3/19/1957	REGISTERED
9.	CRYSOAT	71473577 0412149	8/24/1944 2/20/1945	REGISTERED
10.	CRYSOAT	71473576 0412276	8/24/1944 2/27/1945	REGISTERED
11.	EZE-PEEL	72252071 0841401	8/10/1966 12/26/1967	REGISTERED

12.	FISAN	72226461 0810255	8/25/1965 6/21/1966	REGISTERED
13.	FLEETLINE	73700629 1498236	12/14/1987 8/2/1988	REGISTERED
14.	FOAMIZER	72147844 0750499	6/27/1962 6/4/1963	REGISTERED
15.	GEO-GUARD	74233087 1743843	12/23/1991 12/29/1992	REGISTERED
16.	HURRICLEAN	71699243 0627340	12/1/1955 5/22/1956	REGISTERED
17.	INTEX	72429295 0979571	7/7/1972 2/26/1974	REGISTERED
18.	INTEX	72397904 0952861	7/21/1971 2/6/1973	REGISTERED
19.	LIQUI-DET	72025632 0654909	3/6/1957 11/19/1957	REGISTERED
20.	MORCLEAN	74603266 2005071	11/9/1994 10/1/1996	REGISTERED D
21.	OAKITE	72293991 0856730	3/25/1968 9/10/1968	REGISTERED
22.	OAKITE	71484967 0418060	6/23/1945 11/27/1945	REGISTERED
23.	OAKITE	71483548 0417925	5/18/1945 11/20/1945	REGISTERED
24.	OAKITE	71265680 0249419	4/30/1928 11/13/1928	REGISTERED

25.	OAKITE	71484969 0423465	6/23/1945 9/30/1946	REGISTERED
26.	OAKITE	71367034 0330255	7/6/1935 11/26/1935	REGISTERED
27.	OAKITE	71201070 192611	8/7/1924 12/9/1924	REGISTERED
28.	OAKITE DRYCID	72030356 0671003	5/20/1957 12/9/1958	REGISTERED
29.	OKEMCOAT	73696231 1491797	11/18/1987 6/14/1988	REGISTERED
30.	PENETRANT	71681534 0617298	2/11/1955 12/6/1955	REGISTERED
31.	POWER-DET	72120824 0728085	5/25/1961 2/27/1962	REGISTERED
32.	RINSITE	72005937 0640541	4/6/1956 1/29/1957	REGISTERED
33.	ROUNDHOUSE	74068819 1675529	6/14/1990 2/11/1992	REGISTERED
34.	RUSTRIPPER	71670607 0611891	7/26/1954 9/6/1955	REGISTERED
35.	SOLVENTOL	71384340 0402462	10/14/1936 7/27/1943	REGISTERED
36.	SPEEDET	72124452 0738796	7/21/1961 10/2/1962	REGISTERED
37.	STERI-DET	72141099 0745969	3/29/1962 2/26/1963	REGISTERED

38.	TECH BOND	78908233 3247100	6/14/2006 5/29/2007	REGISTERED
39.	TECH PHOS	76590246 2996671	5/3/2004 9/20/2005	REGISTERED
40.	VERSADET	72257303 0839725	10/26/1966 11/28/1967	REGISTERED
41.	ENPROX	0920494		REGISTERED
42.	EZE	2401358		REGISTERED
43.	PLASTIPREP	1618339		REGISTERED
44.	TECH BRITE	2902975		REGISTERED

Chemical Specialties, Inc.

	Trademark/ Image	Application Number/ Registration Number	Application Date/ Registration Date	Status
1.	COPPER-COUNT	72351501 901671	2/16/1970 11/3/1970	REGISTERED
2.	OXY-SIX	76010434 2712453	3/27/2000 5/6/2003	REGISTERED
3.	PREACT	73427090 1299172	5/23/1983 10/9/1984	REGISTERED

ETEC-DuraWear, Inc. (as successor to DuraWear Corporation)

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
1.	ARMORSTONE	74158657	4/19/1991	REGISTERED
		1705003	8/4/1992	
2.	DURA SLIDE & Design	73025760	7/1/1974	REGISTERED
		1010454	5/13/1975	
3.	DURAWEAR CORP. & Design	73326936	9/8/1981	REGISTERED
		1208357	9/14/1982	
4.	XYLETHON	73106211	11/11/1976	REGISTERED
		1075013	10/11/1977	

Rockwood Pigments NA, Inc.

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
1.	CHAMELEON	76146891	10/13/2000	REGISTERED
		2855474	6/22/2004	
2.	COPPERAS RED	75447804	03/10/1998	REGISTERED
		2437653	03/20/2001	
3.	DRYMAX	73721971	4/12/1988	REGISTERED
		1537097	5/2/1989	
4.	EXKIN	71631947	6/28/1952	REGISTERED
		0577643	7/21/1953	
5.	FERRISPEC	75594369	11/24/1998	REGISTERED
		2423903	1/23/2001	

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
6.	HYDROTINT	72248436 0828975	6/20/1966 5/23/1967	REGISTERED
7.	KROMA RED	75439248 2251231	2/20/1998 6/8/1999	REGISTERED
8.	M	74139493 1856118	2/14/1991 9/27/1994	REGISTERED
9.	MAPICO	71088744 0109678	8/21/1915 4/11/1916	REGISTERED
10.	MIX READY	78903107 3225083	6/7/2006 4/3/2007	REGISTERED
11.	MOSAICS	78771380 3403213	12/12/2005 3/25/2008	REGISTERED
12.	NUACT	71411280 0365065	10/4/1938 2/21/1939	REGISTERED
13.	NUOCURE	78929081 3242136	7/13/2006 5/15/2007	REGISTERED
14.	NUODEX	71468807 0409070	3/29/1944 9/12/1944	REGISTERED
15.	NUODEX	71472430 0410530	7/20/1944 11/28/1944	REGISTERED
16.	NUODEX	71386494 0345130	12/8/1936 4/13/1937	REGISTERED
17.	NUXTRA	72377940 0941200	12/4/1970 8/22/1972	REGISTERED
18.	PHOSGUARD	78903066 3223002	6/7/2006 3/27/2007	REGISTERED

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
19.	SPRAYCAST	78771183	12/12/2005	REGISTERED
		3464166	7/8/2008	
20.	SUPRA-INSTANT	78903123	6/7/2006	REGISTERED
		3225086	4/3/2007	
21.	SOLAROX	78771833	10/14/2008	PENDING

Southern Clay Products, Inc.

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
1.	ADJUST-4	73411071	1/27/1983	REGISTERED
		1268831	3/6/1984	
2.	ADVITROL-100	73089729	6/8/1976	REGISTERED
		1065068	5/10/1977	
3.	BENTOLITE	73475658	4/16/1984	REGISTERED
		1384290	2/25/1986	
4.	CLAYTONE	73062359	9/8/1975	REGISTERED
		1050431	10/19/1976	
5.	CLOISITE	75103166	5/13/1996	REGISTERED
		2107940	10/21/1997	
6.	GARAMITE	75297267	5/23/1997	REGISTERED
		2281998	9/28/1999	
7.	GELWHITE	73475663	4/16/1984	REGISTERED
		1396271	6/10/1986	

	Trademark/ Image	Application Number/	Application Date/	Status
		Registration Number	Registration Date	
8.	MINERAL COLLOID	74045825 1807535	4/4/1990 11/30/1993	REGISTERED
9.	OPTIFLO	75007163 2124191	10/16/1995 12/23/1997	REGISTERED
10.	OPTIGEL	74405851 1824811	6/25/1993 3/8/1994	REGISTERED
11.	PERMONT	75272804 2211765	4/10/1997 12/15/1998	REGISTERED
12.	PURE THIX	75557655 2464236	9/22/1998 6/26/2001	REGISTERED
13.	RHEOCIN	73052755 1069612	5/19/1975 7/19/1977	REGISTERED
14.	RIC-SYN	73411172 1268832	1/27/1983 3/6/1984	REGISTERED
15.	SCP	74249632 1728769	2/26/1992 11/3/1992	REGISTERED
16.	TIXOGEL	73328003 1248748	9/14/1981 8/23/1983	REGISTERED
17.	Y25	73411180 1295315	1/27/1983 9/18/1984	REGISTERED

Rockwood Specialties Inc.

	Trademark/ Image	Application Number/ Registration Number	Application Date/ Registration Date	Status
1.	ROCKWOOD	2887422		REGISTERED
2.	ROCKWOOD SPECIALTIES	2867666		REGISTERED