PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Afton Chemical Japan Corporation	12/21/2006

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	919 East Main St.
Internal Address:	22nd Floor
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	30309

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5851962
Application Number:	10756711

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4045722611
Email: vfitzpatrick@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree Street
Address Line 2: Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Vandy F. Fitzpatrick

Total Attachments: 24
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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2006 (this "Agreement"), executed by the parties signatory hereto (each a "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders and Agent.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Revolving Credit Agreement, the Lenders have agreed to continue to make available a senior revolving credit facility and a letter of credit sub-facility in favor of the Borrower, which is an amendment and restatement of that certain Amended and Restated Credit Agreement dated as of June 18, 2004 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of June 18, 2004, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement, dated as of November 15, 2004, as further amended by that certain Third Amendment to Amended and Restated Credit Agreement, dated as of June 17, 2005 and as further amended by that certain Fourth Amendment to Amended and Restated Credit Agreement, dated as of December 5, 2006, the "Existing Credit Agreement"), Lenders have agreed to make Loans to, and establish a letter of credit facility for the benefit of, Borrower;

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Second Amended and Restated Security Agreement (the "Security Agreement") pursuant to which Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property of Grantor, including, without limitation, (a) all of Grantor's Patents, whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Patent Licenses, whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, in order to secure the "Obligations", as defined in the Existing Credit Agreement (the "Existing Obligations"), the Grantors executed in favor of the Administrative Agent for the benefit of the Administrative Agent, the issuing bank and the lenders party to the Existing Credit Agreement that certain Patent Security Agreement, dated as of June 18, 2004, (the "Existing Patent Security Agreement") and pursuant to the terms thereof granted to Agent, for the benefit of itself and the lenders party to the Existing Credit Agreement, a security interest in and security title to the "Intellectual Property" as defined therein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Existing Patent Security Agreement is

hereby amended and restated as follows:

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. As security for all of the Secured Obligations, the Grantor hereby grants and conveys a security interest to Agent, for its benefit and the benefit of the Lenders, in all of Grantor's right, title and interest in, to and under the following (collectively, the "Property"):

> each Patent now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each Patent referred to in Schedule I hereto and any renewals of registrations thereof; and
>
> (b) each Patent License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, the Patent Licenses, if any, referred to in Schedule I hereto; and
>
> (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent or breach of Patent Licenses, if any, including, without limitation, any Patent or Patent License referred to in Schedule I hereto.

The Grantor agrees not to sell or assign its interest in, or grant any license except in the ordinary course of the Grantor's businesses but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of Agent with respect to the security interest in the Property 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.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Agent may terminate its security interest in any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all documents as the Grantor may reasonably request (but without recourse or warranty by Agent or any Lender) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new patent (including any Patent application), whether under a Patent License or otherwise, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Patent. The Grantor authorizes Agent to modify this Agreement by amending Schedule I to include any future Patents and Patent Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither Agent nor any Lender shall have any obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Grantor shall, at its own expense protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's businesses and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), Agent may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse Agent for all reasonable expenses, including attorneys' fees actually incurred by Agent in protecting, defending and maintaining the Property.

7. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

8. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

SUNTRUST BANK,
a Georgia banking corporation

By: _____
Name: Mark A. Flatin
Title: Managing Director

ACKNOWLEDGMENT OF AGENT

STATE OF Virginia)
) ss.
~~COUNTY~~ City OF Richmond)

On this 20 day of December, 2006 before me personally appeared Mark Flatin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SunTrust Bank, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Julie C Davis
Notary Public

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

AFTON CHEMICAL ADDITIVES CORPORATION,
a Virginia corporation

By: _____
Name: Robert A. Shama
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Robert A. Shama, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Additives Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Debra Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

AFTON CHEMICAL ASIA PACIFIC LLC,
a Virginia limited liability company

By: _____
Name: Robert A. Shama
Title: Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Robert A. Shama, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Asia Pacific LLC, who being by me duly sworn did depose and say that he is an authorized manager of said company, that the said instrument was signed on behalf of said company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said company.

Paula Dibois Daniel
Notary Public
Comm. Exp. 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

AFTON CHEMICAL CANADA HOLDINGS, INC.,
a Virginia corporation

By: _____
Name: Robert A. Shama
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Robert A. Shama, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Canada Holdings, Inc., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Dubois Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

AFTON CHEMICAL CORPORATION,
a Delaware corporation

By: _____
Name: David A. Fiorenza
Title: Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared David A. Fiorenza, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

AFTON CHEMICAL INTANGIBLES LLC,
a Virginia limited liability company

By: _____
Name: Marshall B. Nelson
Title: Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Marshall B. Nelson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Intangibles LLC, who being by me duly sworn did depose and say that he is an authorized manager of said company, that the said instrument was signed on behalf of said company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said company.

Paula Debbie Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

AFTON CHEMICAL JAPAN HOLDINGS, INC.,
a Virginia corporation

By: _____
Name: Steven M. Edmonds
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond

On this 31st day of December, 2006 before me personally appeared Steven M. Edmonds, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Afton Chemical Japan Holdings, Inc., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Dubois Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

THE EDWIN COOPER CORPORATION,
a Virginia corporation

By: _____
Name: Robert A. Shama
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Robert A. Shama, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Edwin Cooper Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Dubois Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

ETHYL ASIA PACIFIC LLC,
a Virginia limited liability company

By: _____
Name: Russell L. Gottwald, Jr.
Title: Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond

On this 21st day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Asia Pacific LLC, who being by me duly sworn did depose and say that he is an authorized manager of said company, that the said instrument was signed on behalf of said company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said company.

_____
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

ETHYL CANADA HOLDINGS, INC.,
a Virginia corporation

By: _____
Name: Russell L. Gottwald, Jr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Canada Holdings, Inc., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Dubois Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

ETHYL CORPORATION,
a Virginia corporation

By: _____
Name: Wayne C. Drinkwater
Title: Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond

On this 21st day of December, 2006 before me personally appeared Wayne C. Drinkwater, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
Comm. Exp. 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

ETHYL EXPORT CORPORATION,
a Virginia corporation

By: _____
Name: Russell L. Gottwald, Jr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond

On this 21st day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Export Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Dubois Daniel
Notary Public
Comm. Exp. 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

ETHYL INTERAMERICA CORPORATION,
a Delaware corporation

By: _____
Name: Russell L. Gottwald, Jr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Interamerica Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Dubois Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

ETHYL VENTURES, INC.,
a Virginia corporation

By: _____
Name: Russell L. Gottwald, Jr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond

On this 21st day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ethyl Ventures, Inc., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Debora Daniel
Notary Public
Comm Exp. 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

INTERAMERICA TERMINALS CORPORATION,
a Virginia corporation

By: _____
Name: Russell L. Gottwald, Jr.
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Russell L. Gottwald, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Interamerica Terminals Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Dubois Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

NEWMARKET INVESTMENT COMPANY,
a Virginia corporation

By: _____
Name: David A. Fiorenza
Title: Vice President and Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared David A. Fiorenza, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NewMarket Investment Company, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

NEWMARKET SERVICES CORPORATION,
a Virginia corporation

By: _____
Name: David A. Fiorenza
Title: Vice President and Principal Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared David A. Fiorenza, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NewMarket Services Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
Comm Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

OLD TOWN LLC,
a Virginia limited liability company

By: _____
Name: Bruce R. Hazelgrove, III
Title: Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared Bruce R. Hazelgrove, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Old Town LLC, who being by me duly sworn did depose and say that he is an authorized manager of said company, that the said instrument was signed on behalf of said company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said company.

Paula Rebecca Daniel
Notary Public
Comm. expires 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

NEWMARKET CORPORATION,
a Virginia corporation

By: _____
Name: David A. Fiorenza
Title: Vice President, Treasurer & Principal Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Richmond)

On this 21st day of December, 2006 before me personally appeared David A. Fiorenza, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NewMarket Corporation, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Paula Debbas Daniel
Notary Public
Comm. Exp: 7-31-2010

{seal}

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I

to Patent Security Agreement

Item A. Patents

PATENTS AND PENDING APPLICATIONS THRU 12/13/06

Case Number	Sub Case	Country	Assignee	Appl. Number	Filing Date	Patent Number	Issus Date	Appl. Status
6807-EJ	A	US	AJ	08/879,674	23-Jun-1997	5,851,962	22-Dec-1998	Issued
7563-EJ		US	AJ	10/756,711	13-Jan-2004			Published