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
Tronox LLC f/k/a Kerr-McGee Chemical LLC	08/14/2008

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 49

Property Type	Number
Patent Number:	4978396
Patent Number:	4987164
Patent Number:	5055512
Patent Number:	5203916
Patent Number:	5204083
Patent Number:	5332433
Patent Number:	5544817
Patent Number:	5571855
Patent Number:	5573744
Patent Number:	5702679
Patent Number:	5777001
Patent Number:	5840112
Patent Number:	5874058
Patent Number:	5976237
Patent Number:	6102053

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Patent Number:	6139617
Patent Number:	6214198
Patent Number:	6248477
Patent Number:	6350427
Patent Number:	6413016
Patent Number:	6419832
Patent Number:	6419893
Patent Number:	6527941
Patent Number:	6558844
Patent Number:	6638401
Patent Number:	6699317
Patent Number:	6752858
Patent Number:	6835361
Patent Number:	6843282
Patent Number:	6851896
Patent Number:	6946028
Patent Number:	6958091
Patent Number:	6962434
Patent Number:	6981666
Patent Number:	6994117
Patent Number:	7011703
Patent Number:	7114533
Patent Number:	7115157
Patent Number:	7138011
Patent Number:	7150416
Patent Number:	7175821
Patent Number:	7182931
Patent Number:	7183114
Patent Number:	7238231
Patent Number:	7238450
Patent Number:	7250080
Patent Number:	7250144
Patent Number:	7285225
Patent Number:	RE39068

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	005431.0029
NAME OF SUBMITTER:	Richard A. Schafer

Total Attachments: 5
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 14, 2008, by Tronox LLC, formerly known as Kerr-McGee Chemical LLC (the "***Grantor***"), in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "***Administrative Agent***") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 28, 2005, as amended by First Amendment dated as of March 12, 2007, as further amended by Second Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of February 8, 2008, and as further amended by Third Amendment to Credit Agreement and Second Amendment to Guarantee and Collateral Agreement dated as of July 17, 2008, (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***") among Tronox Worldwide LLC (the "***Borrower***"), Tronox Incorporated, the Lenders, Lehman Brothers Inc. and Credit Suisse, as joint lead arrangers and joint book runners, the Administrative Agent and the other agents party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of November 28, 2005, as amended by Second Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of February 8, 2008, and as further amended by Third Amendment to Credit Agreement and Second Amendment to Guarantee and Collateral Agreement dated as of July 17, 2008, among the Borrower, the Grantor and the other entities listed on the signature pages thereto, in favor of the Administrative Agent (the "***Security Agreement***"), the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Specified IP Rights now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, and the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2 Grant of Security Interest in Patent Collateral. The Grantor, hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in all of its Specified IP Rights including the following property (the "***Patent Collateral***") now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest , as collateral security for the prompt and complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) all of its Specified IP Rights that constitute patents (including design patents, industrial designs and utility models) and patent applications (including docketed patent disclosures awaiting filing), patent disclosures awaiting filing determination patents and licenses thereof to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, divisions, continuations, continuations-in-part and extensions of the foregoing; and

(c) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future infringement of any of the foregoing or licenses thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are subject to, and 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 WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

TRONOX LLC

By: _____
Mary Mikkelson
Senior Vice President and
Chief Financial Officer

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

On this day of August 14, 2008, before me personally appeared Mary Mikkelson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tronox LLC, who being by me duly sworn did depose and say that she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Managers and that she acknowledged said instrument to be the free act and deed of said company.

Notary Public

Schedule I

to

Patent Security Agreement

REGISTERED PATENTS

Patent Number	Title	Jurisdiction
4978396	Process for preparing high solids slurries	US
4987164	Ultraviolet light stable polymeric compositions	US
5055512	Ultraviolet light stable polymeric compositions	US
5203916	Titanium dioxide pigment and method of preparation	US
5204083	Process for preparing titanium dioxide	US
5332433	Titanium dioxide dispersibility	US
5544817	Zirconium silicate grinding method and medium	US
5571855	Attenuation of polymer substrate degradation due to ultraviolet radiation	US
5573744	Method for enhancing production of titanium dioxide	US
5702679	Method of preparing Li.sub.1+X- Mn.sub.2-X O.sub.4 for use as secondary battery	US
5777001	Graft polymerized metal oxide compositions and methods	US
5840112	Method and apparatus for producing titanium dioxide	US
5874058	Method of preparing Li.sub.1+x MN.sub.2-x O.sub.4 for use as secondary battery electrode	US
5976237	Pigment process for durable pigments	US
6102053	Process for separating radioactive and hazardous metal contaminants from soils	US
6139617	Titanium dioxide pigments	US
6214198	Method of producing high discharge capacity electrolytic manganese dioxide	US
6248477	Cathode intercalation compositions, production methods and rechargeable lithium batteries containing the same	US
6350427	Processes for reacting gaseous reactants containing solid particles	US
6413016	Methods of extracting liquid hydrocardon contaminants from underground zones	US
6419832	Process for removing dissolved uranium from water	US
6419893	Process for producing and cooling titanium dioxide	US
6527941	High discharge capacity electrolytic manganese dioxide and methods of producing the same	US
6558844	Stabilized spinel battery cathode material and methods	US
6638401	High discharge capacity electrolytic manganese dioxide and methods of producing the same	US
6699317	Titanium dioxide slurries	US
6752858	Circumferential air knife and applications	US
6835361	Processes and apparatus for reacting gaseous reactants containing solid particles	US
6843282	Densification of aerated powders using positive pressure	US
6851896	Fluid barriers	US

6946028	Surface-treated pigments	US
6958091	Surface-treated pigments	US
6962434	Liner wear detection	US
6981666	Titanium dioxide slurries	US
6994117	Piping elbow liners	US
7011703	Surface-treated pigments	US
7114533	Densification of aerated powders using positive pressure	US
7115157	Gas separation apparatus and methods	US
7138011	Surface treated pigments	US
7150416	Liquid fuel injection	US
7175821	Reactor and process for reducing emissions of CO and NO.sub.x	US
7182931	Process for making titanium dioxide	US
7183114	Method for the analysis of gas produced by a titanium tetrachloride fluidized bed reactor	US
7238231	Process for manufacturing zirconia-treated titanium dioxide pigments	US
7238450	High voltage laminar cathode materials for lithium rechargeable batteries, and process for making the same	US
7250080	Process for the manufacture of organosilicon compound-treated pigments	US
7250144	Perchlorate removal from sodium chlorate process	US
7285225	Method and apparatus for concentrating a slurry	US
RE 39068	Method and apparatus for producing titanium dioxide	US