

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment and Security Interest of Patents
CONVEYING PARTY DATA	
Name	Execution Date
American Pacific Corporation	10/26/2012
RECEIVING PARTY DATA	
Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Mail Code OH-01-27-207
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5616234
Patent Number:	5688385
Patent Number:	8096366
Application Number:	13350430
Application Number:	13269387
CORRESPONDENCE DATA	
Fax Number:	2165790212
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-586-3939
Email:	toddmiller@jonesday.com, pcyn gier@jonesday.com
Correspondent Name:	Todd R. Miller
Address Line 1:	901 Lakeside Avenue
Address Line 2:	JONES DAY
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	601755-049179-AMPAC

CH \$200.00 5616234

NAME OF SUBMITTER:

Todd R. Miller

Total Attachments: 5

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**PATENT**

**REEL: 029370 FRAME: 0829**

## COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS dated as of October 26, 2012 ("Agreement"), between American Pacific Corporation, a Nevada corporation (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of October 26, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the American Pacific Corporation, a Delaware corporation (the "Borrower"), the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of October 26, 2012 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

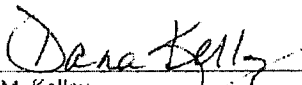
- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
- (ix) all good will related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

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.

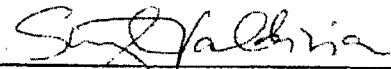
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AMERICAN PACIFIC CORPORATION

By:   
Name: Dana M. Kelley  
Title: Chief Financial Officer and Treasurer

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION

By:   
Name: Suzannah Valdivia  
Title: Vice President

CLI-2031548

Collateral Assignment of Patents – AmPac (NV)

**PATENT**  
**REEL: 029370 FRAME: 0833**

SCHEDULE A  
TO THE COLLATERAL ASSIGNMENT OF PATENTS

Owner/ Assignee	Title	Registration/ (Application Number)	Date/File Date
American Pacific Corporation (NV)	Method for Producing Chlorine or Hypochlorite Product	5,616,234	4/1/1997
	Apparatus for Producing Chlorine On-site	5,688,385	11/18/1997
	Environmentally Beneficial and Effective Hydrofluorochlorocarbon Compositions for Fire Extinguishing Applications	8,096,366 (61/422,107)	1/17/2012 (12/10/2010)
	Environmentally Beneficial and Effective Hydrofluorochlorocarbon Compositions for Fire Extinguishing Applications	(13/350,430)	(1/13/2012)
	Bromofluorocarbon Compositions	(13/269,387)	(10/7/2011)