

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Premier Chemicals, LLC		09/30/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	1600 John F. Kennedy Boulevard
Internal Address:	11th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78017639	AMPHO-MAG
Serial Number:	72456028	AQUAMAG
Serial Number:	73047570	BRUCIMAG
Serial Number:	74409824	ENVIRO BLEND
Serial Number:	74409825	ENVIRO-MAG
Serial Number:	74409823	ENVIRO-PHOS
Serial Number:	72011903	MAGOX
Serial Number:	72203389	OXYMAG
Serial Number:	75111527	THIOGUARD

**CORRESPONDENCE DATA**

Fax Number: (215)564-8120  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

CH \$240.00 78017639

Phone: 215-564-8023  
Email: kgibson@stradley.com  
Correspondent Name: Kimberlee S. Knopf, Esquire  
Address Line 1: 2600 One Commerce Square  
Address Line 2: Stradley Ronon Stevens & Young, LLP  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	184017-0020
NAME OF SUBMITTER:	Kimberlee S. Knopf
Signature:	/ksk/
Date:	11/30/2007

**Total Attachments: 14**

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**SECURITY AGREEMENT**

1. THE SECURITY. The undersigned Premier Chemicals, LLC, a Delaware limited liability company (the "Pledgor") hereby assigns and grants to Bank of America, N.A., as Agent and Lender (defined in Paragraph 2 below) (the "Agent") a security interest in all existing and future assets of the Pledgor, including, without limitation, the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Agent or any other Lender under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor, (including, but not limited to, the equipment described in the attached Equipment Description, if any).

(d) All of the Pledgor's deposit accounts with the Agent and the other Lenders. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Lenders. Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Lenders, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Lenders by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract. Without limiting the general nature of the foregoing, the "Indebtedness" includes the "Obligations" as defined in that certain Credit Agreement dated the date hereof between the Debtor, the Agent and each lender from time to time party thereto (together with the Agent, each referred to individually as a "Lender" and, collectively as the "Lenders"). All terms not otherwise defined herein shall have the meaning set forth for such terms in the Credit Agreement.

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Agent in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor resides (if the Pledgor is an individual), or the Pledgor's chief executive office (if the Pledgor is not an individual) is located, in the state specified on the signature page hereof. In addition, the Pledgor (if not an individual or other unregistered entity), is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give the Agent at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Agent in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Agent in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, and other than the permitted Liens as set forth and defined in the Credit Agreement, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Agent and the other Lenders, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Lenders.

(e) The Pledgor will promptly notify the Agent in writing of any material event which affects the value of the Collateral, the ability of the Pledgor or the Agent to dispose of the Collateral, or the rights and remedies of the Agent and the other Lenders in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Lenders' security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Agent at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Agent on demand for any Collateral Costs so incurred.

(g) Until the Agent exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, other than (prior to an Event of Default which has not been waived in writing by the Agent) any warehouse receipts or bills of lading incurred in the ordinary course of Pledgor's business, the Pledgor shall immediately deliver such document to the Agent, together with any necessary endorsements.

(i) Other than Dispositions permitted under the Credit Agreement, the Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Agent; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

(j) The Pledgor will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Agent and include a loss payable endorsement in favor of the Agent in a form acceptable to the Agent. Upon the request of the Agent, the Pledgor will deliver to the Agent a copy of each insurance policy, or, if permitted by the Agent, a certificate of insurance listing all insurance in force.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Agent of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Agent and shall provide that the Agent has no liability to such owner, holder of any lien, or any other person.

(l) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by the Agent in its discretion, the Pledgor will promptly notify the Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Exhibit. The Pledgor authorizes the Agent, without notice to the Pledgor, to modify this Agreement by amending the Exhibit to include any such Collateral.

(m) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Agent and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Agent. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Agent's prior written consent.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgor agrees that the Agent may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to the Agent (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Agent any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Agent the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Agent's interest in the Collateral.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of the Pledgor to the Agent or any other Lender, and such breach remains uncured after any applicable cure period.

(c) The Agent fails to have an enforceable first lien (except for any prior liens to which the Agent has consented in writing) on or security interest in the Collateral.

(d) Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Pledgor or of any guarantor or other party obligated under any Indebtedness.

(e) The Pledgor or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

(f) Any case, proceeding or other action is commenced against the Pledgor or any guarantor or other party obligated under any Indebtedness under any bankruptcy or other law for the relief of, or relating to, debtors.

(g) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due and such Lien is not removed by Pledgor within the time period, if any, permitted by the Credit Agreement.

(h) The Pledgor has given the Agent any false or misleading information or representations.

6. AGENT'S REMEDIES AFTER DEFAULT. In the event of any default, the Agent may do any one or more of the following:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform

Commercial Code and any other applicable law.

(c) Enforce the security interest of the Agent and the other Lenders in any deposit account of the Pledgor maintained with the Agent and any other Lender by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Agent's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Agent in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Agent's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Agent at a place designated by the Agent.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Agent deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Agent to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Agent deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Agent may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Agent as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Agent or any of the Agent's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to the Agent at law or in equity.

(i) The Pledgor waives all rights and defenses that the Pledgor may have because any of the Indebtedness is secured by real property.

**7. WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.**

#### 8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Agent to enforce any provision shall not preclude the Agent and the other Lenders from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Agent, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Agent may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Agent in connection with this Agreement must be in form and substance satisfactory to the Agent.

(d) This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, to the jurisdiction of which the parties hereto submit.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Agent to enforce this Agreement or to protect the security interest of the Lenders in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Agent seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security



relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

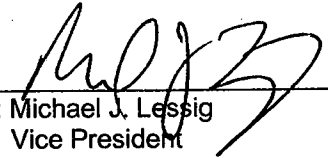
(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Agent and/or any of the other Lenders and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Lender' rights hereunder shall inure to the benefit of their successors and assigns. In the event of any assignment or transfer by any Lender of any of the Indebtedness or the Collateral, such Lender thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but such Lender shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

**9. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, PROVIDED HOWEVER, THIS DOCUMENT DOES NOT SUPERSEDE THE CREDIT AGREEMENT AND IN THE EVENT OF ANY DIRECT CONFLICTS BETWEEN THIS DOCUMENT AND THE CREDIT AGREEMENT, THE CREDIT AGREEMENT SHALL CONTROL, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

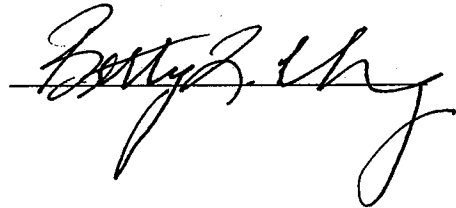
The parties executed this Agreement as of September 30, 2007, intending to be legally bound.

BANK OF AMERICA, N.A.

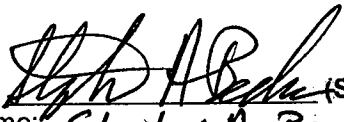
By:   
Name: Michael J. Lessig  
Title: Vice President

Address for Notices:  
Premier Chemicals, LLC  
300 Barr Harbor Drive, Suite 250  
West Conshohocken, PA 19428  
Attn: Vice President, General Counsel  
& Secretary

Attested to:



PREMIER CHEMICALS, LLC

By:  (Seal)  
Name: Stephen A. Becker  
Title: Vice President, General  
Counsel + Secretary

Pledgor's state of incorporation  
or organization (if Pledgor is a corporation, partnership,  
limited liability company or other registered entity): **DELAWARE**

Mailing Address (if different  
from above):

~~Street Address  
City State Zip~~

Exhibit A -  
Intellectual Property

PREMIER CHEMICALS, LLC.

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Exhibit

**PREMIER CHEMICALS, LLC**  
**PATENT STATUS REPORT OF**  
**U.S. APPLICATIONS AND ISSUED PATENTS**

Patent No.	Country	Title	Applying	Filing Date	Pub. No.	Issued No.	Status	Assignee	Assignment Recorded	Actions	Pub. Date
P/4025-50	United States	AMPHOTERIC MAGNESIUM BUFFERS AND METHODS OF PRODUCING THE SAME	09/666,900	09/20/2000	N/A	N/A	Pending	Premier Chemicals, LLC	Yes	Petition to Withdraw Notice of Abandonment filed 8/08/03	N/A
P/4025-18	United States	CORROSION PROTECTION IN CONCRETE SANITARY SEWERS	08/759,412	12/04/1996	5,834,075	11/10/1998	Issued	Premier Chemicals, LLC	Yes	Maintenance Fee	05/10/2006
P/4025-19	United States	CORROSION PROTECTION IN CONCRETE SANITARY SEWERS	08/777,247	12/31/1996	5,718,944	02/17/1998	Issued	Premier Chemicals, LLC	Yes	Maintenance Fee	08/17/2005
P/4025-20	United States	CORROSION PROTECTION IN CONCRETE SANITARY SEWERS	08/987,672	12/09/1997	6,056,997	05/02/2000	Issued	Premier Chemicals, LLC	Yes	Maintenance Fee	11/02/2003
P/4025-44	United States	METHOD FOR THE REDUCTION AND CONTROL OF THE RELEASE OF GAS AND ODORS FROM SEWAGE AND WASTE WATER	08/680,502	07/08/1996	5,833,864	11/10/1998	Issued	Premier Chemicals, LLC	Yes	Maintenance Fee	05/10/2006
P/4025-17	United States	OXIDE SLURRY FOR INDUSTRIAL PROCESS APPLICATIONS	08/443,566	05/18/1995	5,554,355	09/10/1996	Issued	Premier Chemicals, LLC	Yes	Maintenance Fee	03/10/2004

**PREMIER CHEMICALS, LLC**  
**PATENT STATUS REPORT OF PENDING**  
**WORLDWIDE APPLICATIONS**

Applicant	Country	Title	Applicant No.	Filing Date	Pat. No.	Issued Date	State	Assignee	Assignment Recorded	Payment	Due Date
P/4025-4	Mexico	CORROSION PROTECTION IN CONCRETE SANITARY SEWERS	960562	02/12/1996	N/A	N/A	Pending	Premier Chemicals, LLC	No	N/A	N/A
P/4025-14	Canada	CORROSION PROTECTION IN CONCRETE SANITARY SEWERS	2,169,319	02/12/1996	N/A	N/A	Pending	Premier Chemicals, LLC	Yes	Annuly	02/15/2004
P/4025-15	Canada	METHOD FOR THE REDUCTION AND CONTROL OF THE RELEASE OF GAS AND ODORS FROM SEWAGE AND WASTE WATER	2,225,223	12/18/1997	N/A	N/A	Pending	Premier Chemicals, LLC	Yes	Annuly	12/18/2003
P/4025-16	Mexico	METHOD FOR THE REDUCTION AND CONTROL OF THE RELEASE OF GAS AND ODORS FROM SEWAGE AND WASTE WATER	9710447	12/18/1997	N/A	N/A	Pending	Premier Chemicals, LLC	No	N/A	N/A
P/4025-47	Mexico	AMPHOTERIC MAGNESIUM BUFFERS AND METHODS OF PRODUCING THE SAME	993096	03/31/1999	N/A	N/A	Pending	Premier Chemicals, LLC	No	N/A	N/A
P/4025-48	Canada	AMPHOTERIC MAGNESIUM BUFFERS AND METHODS OF PRODUCING THE SAME	2,267,807	04/01/1999	N/A	N/A	Pending	Premier Chemicals, LLC	No	Annuly	04/01/2004

**PREMIER CHEMICALS, LLC  
TRADEMARK STATUS REPORT OF  
U.S. APPLICATIONS AND REGISTRATIONS**

REG. NO.	COUNTRY	MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	ASSIGNOR	ASSIGNMENT RECEIVED	RENEWAL DATE	RENEWAL DUE DATE
1/4025-10	United States	AMPHO-MAG	78/017,639	07/20/2000	N/A	N/A	Published	Premier Chemicals, LLC	Yes	N/A	N/A
M-TM-12645 (4025-11)	United States	AQUAMAG	72/456,028	04/30/1973	991,171	08/20/1974	Registered	Premier Chemicals, LLC	Yes	Renewal	08/20/2004
M-TM-12662 (4025-12)	United States	BRUCIMAG	73/047,570	03/24/1975	1,031,108	01/27/1976	Registered	Premier Chemicals, LLC	Yes	Renewal	01/27/2006
M-TM-13121 (4025-53)	United States	ENVIRO-BLEND	74/409,824	07/01/1993	1,864,458	11/29/1994	Registered	Premier Chemicals, LLC	No	Renewal	11/29/2004
M-TM-13232 (4025-56)	United States	ENVIRO-MAG	74/409,825	07/01/1993	1,830,973	04/19/1994	Registered	Premier Chemicals, LLC	No	Renewal	04/19/2004
M-TM-13011 (4025-59)	United States	ENVIRO-PHOS	74/409,823	07/01/1993	1,830,972	04/19/1994	Registered	Premier Chemicals, LLC	No	Renewal	04/19/2004
M-TM-12678 (4025-42)	United States	MAGOX	72/011,903	07/11/1966	645,301	05/14/1957	Registered	Premier Chemicals, LLC	Yes	Renewal	05/14/2007
M-TM-12683 (4025-13)	United States	OXYMAG	72/203,389	10/06/1964	801,148	01/04/1966	Registered	Premier Chemicals, LLC	Yes	Renewal	01/04/2006
1/4025-6	United States	THIOGUARD	75/111,527	05/29/1996	2,056,225	04/22/1997	Registered	Premier Chemicals, LLC	Yes	Renewal	04/22/2007

**PREMIER CHEMICALS, LLC**  
**TRADEMARK STATUS REPORT OF ACTIVE**  
**WORLDWIDE REGISTRATIONS**

REG. NO.	COUNTRY	MARK	APPL. NO.	FILING DATE	REG. NO.	FILING DATE	STATUS	ASSIGNEE	ASSIGNMENT RECORDS	ACTION/TYPE	EXPIRES
T/4025-51	Canada	ENVIRO-BLEND	744,713	12/31/1993	TMA470,487	02/04/1997	Registered	Premier Chemicals, LLC	No	Renewal	02/04/2012
T/4025-52	Mexico	ENVIRO-BLEND	187,038	01/03/1994	486,549	03/29/1995	Registered	Premier Chemicals, LLC	No	Renewal	01/03/2004
T/4025-54	Canada	ENVIRO-MAG	744,715	12/31/1993	TMA444,005	06/16/1995	Registered	Premier Chemicals, LLC	No	Renewal	06/16/2010
T/4025-55	Mexico	ENVIRO-MAG	187,039	01/03/1994	486,550	03/29/1995	Registered	Premier Chemicals, LLC	No	Renewal	01/03/2004
T/4025-57	Canada	ENVIRO-PHOS	744,714	12/31/1993	TMA444,004	06/16/1995	Registered	Premier Chemicals, LLC	No	Renewal	06/16/2010
T/4025-58	Mexico	ENVIRO-PHOS	187,037	01/03/1994	486,548	03/29/1995	Registered	Premier Chemicals, LLC	No	Renewal	01/03/2004
GB M-TM-12679 (4025-26)	United Kingdom	MAGOX	N/A	N/A	893119	04/13/1987	Registered	Premier Chemicals, LLC	No	Renewal	04/13/2011
GB M-TM-12678 (4025-28)	United Kingdom	MAGOX	1133828	05/16/1980	1133828	05/16/1980	Registered	Premier Chemicals, LLC	No	Renewal	05/16/2011
TW M-TM-12678 (4025-33)	Taiwan	MAGOX	2572257	N/A	36876	09/01/1969	Registered	Premier Chemicals, LLC	No	Affidavit of Use	09/31/2009
NZ M-TM-12678 (4025-36)	New Zealand	MAGOX	188573	10/28/1986	188573	10/28/1986	Registered	Premier Chemicals, LLC	No	Renewal	10/28/2007
DE M-TM-12678 (4025-38)	Germany	MAGOX	859874	01/27/1978	988875/1	01/27/1978	Registered	Premier Chemicals, LLC	No	Renewal	01/27/2008
AU M-TM-12678 (4025-40)	Australia	MAGOX	A310131	08/11/1977	310131	11/10/1980	Registered	Premier Chemicals, LLC	No	Renewal	08/11/2008
CA M-TM-12678 (4025-41)	Canada	MAGOX	294848	02/05/1966	147,861	11/04/1966	Registered	Premier Chemicals, LLC	Yes	Renewal	11/04/2011
T/4025-2	Canada	OXYMAG	524667	06/29/1986	314478	05/23/1986	Registered	Premier Chemicals, LLC	Yes	Renewal	05/23/2016
T/4025-7	Australia	THIOGUARD	721331	11/07/1996	721331	04/24/1998	Registered	Premier Chemicals, LLC	No	Renewal	11/07/2006
T/4025-8	Canada	THIOGUARD	828600	11/12/1996	TMA528,843	06/07/2000	Registered	Premier Chemicals, LLC	Yes	Renewal	06/07/2015
T/4025-9	Mexico	THIOGUARD	281115	11/29/1996	623766	09/22/1999	Registered	Premier Chemicals, LLC	No	Renewal	09/22/2015

**PREMIER CHEMICALS, LLC  
TRADEMARK STATUS REPORT OF ABANDONED  
WORLDWIDE REGISTRATIONS**

OFFICE No.	Country	Mark	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Assignee	Action Date	Order Date
AR M-TM-12678 (4025-43)	Argentina	MAGOX	N/A	N/A	1201691	04/16/1986	Registered	PSC Technologies, Inc.	Renewal	04/16/2006
CO M-TM-12678 (4025-39)	Colombia	MAGOX	113736	01/24/1969	70440	12/29/1969	Registered	PSC Technologies, Inc.	Renewal	12/29/2009
CR M-TM-12678 (4025-37)	Costa Rica	MAGOX	N/A	N/A	38738	03/31/1969	Registered	Premier Services Corporation	Renewal	03/31/2004
JP M-TM-12678 (4025-0030)	Japan	MAGOX	63397/68	09/09/1968	938132	11/27/1971	Registered	PSC Technologies, Inc.	Renewal	11/27/2011
MY M-TM-12678 (4025-35)	Malaysia	MAGOX	N/A	11/01/1968	M51061	11/01/1968	Registered	Premier Services Corporation	Renewal	11/01/2003
SG M-TM-12678 (4025-31)	Singapore	MAGOX	45035	10/31/1968	450351	10/31/1975	Registered	PSC Technologies, Inc.	Renewal	10/31/2003