

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AllChem Performance Products, Inc.		01/14/2010	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	300 Galleria Parkway		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2069228	VANTAGE	
Registration Number:	3383219	NATIONAL WATER SOLUTIONS	
Registration Number:	2782939	BROMPLUS	
Registration Number:	2931215	O-ACE-SIS	
Registration Number:	2952317	O-ACE-SIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-523-5300		
<b>Email:</b>	sls@phrd.com		
<b>Correspondent Name:</b>	Steven L. Schaaf, Paralegal		
<b>Address Line 1:</b>	285 Peachtree Center Avenue, N.E.		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		

CH \$140.00 2069228

ATTORNEY DOCKET NUMBER:	2689.70
NAME OF SUBMITTER:	Mitchell M. Purvis
Signature:	/MMP/
Date:	01/19/2010
<b>Total Attachments: 10</b> source=BofA.AllChem Performance Products, Inc. - TM agmt#page1.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page2.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page3.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page4.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page5.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page6.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page7.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page8.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page9.tif source=BofA.AllChem Performance Products, Inc. - TM agmt#page10.tif	

## JOINDER AGREEMENT TO TRADEMARK SECURITY AGREEMENT

This JOINDER AGREEMENT TO TRADEMARK SECURITY AGREEMENT (this "Joinder Agreement"), is dated as of January 14, 2010, among **ALLCHEM INDUSTRIES HOLDING CORPORATION**, a Florida corporation ("Holding"), **ALLCHEM C CORP HOLDING, INC.**, a Delaware corporation ("Holding-DE", together with Holding, "Existing Companies"), and **ALLCHEM PERFORMANCE PRODUCTS, INC.**, a Texas corporation having its principal place of business at 6010 NW First Place, Gainesville, Florida 32607 ("New Company", and together with Existing Companies, "Companies"); and **BANK OF AMERICA, N.A.**, a national banking association ("Lender").

Existing Companies, **ALLCHEM PERFORMANCE PRODUCTS, L.P.**, a Texas limited partnership ("Products"), **CFR PACKAGING, INC.**, a Florida corporation ("CFR") and Lender are parties to that certain Trademark Security Agreement dated December 22, 2009 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"), which was executed and delivered in connection with that certain Loan and Security Agreement among Lender, Existing Companies, Products, CFR and certain other affiliates of Existing Companies, dated as of December 22, 2009 (as at any time amended, modified, restated or supplemented, the "Loan Agreement").

Pursuant to transactions consummated on or before the date hereof, New Company became the successor-in interest to Products and CFR. New Company has become a "Borrower" under (and as defined in) the Loan Agreement pursuant to a certain Joinder Agreement and Supplement to Loan and Security Agreement and other Loan Documents dated January 14, 2010 (the "Loan Agreement Joinder"), and in connection therewith, has granted to Lender a lien in all personal property of New Company, including, without limitation, the Trademark Collateral.

A condition to the effectiveness of the Loan Agreement Joinder is the execution and delivery of this Joinder Agreement by New Company.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Trademark Security Agreement. The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Joinder Agreement as a whole and not to any particular section, paragraph or subdivision. All references to any Person shall mean and include the successors and permitted assigns of such Person. Wherever the word "including" shall appear in this Joinder Agreement, such word shall be understood to mean "including, without limitation."

2. By its signature below, New Company hereby agrees that it is a "Company" under, bound by and subject to all of the provisions of the Trademark Security Agreement with the same force and effect as if New Company was an original signatory thereto and a "Company" thereunder on the effective date thereof, and New Company hereby agrees to abide by and perform all of its obligations as a "Company" under the Trademark Security Agreement. Each reference to a "Company" in the Trademark Security Agreement shall be understood to mean and include New Company as well as Existing Companies. The terms of the Trademark Security Agreement are hereby incorporated into this Joinder Agreement by reference.

3. To secure the prompt payment and performance of all of the Obligations (as defined in the Loan Agreement), New Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of New Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of New Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

4. New Company represents and warrants to Lender that this Joinder Agreement has been duly authorized, executed and delivered by New Company and constitutes a legal, valid and binding obligation of New Company enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. Except as otherwise expressly provided in this Joinder Agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Joinder Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. If any provision in or obligation under this Joinder Agreement shall be invalid, illegal or otherwise unenforceable in any jurisdiction, then the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

6. This Joinder Agreement, together with the Trademark Security Agreement, embody the entire understanding and agreement among the parties with respect to the subject matter thereof.

7. This Joinder Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts shall constitute but one and the same instrument. Any manually executed signature delivered by a party by facsimile or electronic mail transmission shall be deemed to be an original signature hereto (but such party shall promptly deliver to Lender an original signature by overnight delivery).

8. This Joinder Agreement shall be effective when accepted by Lender (the other parties hereto hereby waiving notice of such acceptance), and thereupon shall be deemed to be a contract governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to conflict of laws principles thereof.

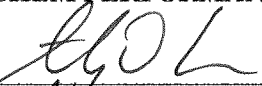
9. To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Joinder Agreement, the Trademark Security Agreement or the Trademark Collateral.

[Remainder of page left intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder Agreement as of the day and year first written above.


NEW COMPANY:

**ALLCHEM PERFORMANCE PRODUCTS, INC.**


By:   
Name: Alex Olcese  
Title: President

EXISTING COMPANIES:

**ALLCHEM INDUSTRIES HOLDING CORPORATION**

By:   
Alex Olcese, President

**ALLCHEM INDUSTRIES INDUSTRIAL CHEMICALS GROUP, INC.**

By:   
Alex Olcese, Vice President

Accepted in Atlanta, Georgia:

LENDER:

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Dennis S. Losin, Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder Agreement as of the day and year first written above.

NEW COMPANY:

**ALLCHEM PERFORMANCE PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXISTING COMPANIES:

**ALLCHEM INDUSTRIES HOLDING CORPORATION**

By: \_\_\_\_\_  
**Alex Olcese, President**

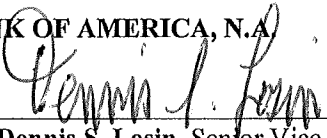
**ALLCHEM INDUSTRIES INDUSTRIAL CHEMICALS GROUP, INC.**

By: \_\_\_\_\_  
**Alex Olcese, Vice President**

Accepted in Atlanta, Georgia:

LENDER:

**BANK OF AMERICA, N.A.**



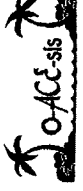
By:  \_\_\_\_\_  
**Dennis S. Losin, Senior Vice President**

**EXHIBIT A**

**Trademarks and Trademark Applications**


US	ALLCHEM	Registered	76/061,837	02-Jun-2000	2,465,646	03-Jul-2001	1: Water purifying chemicals for swimming pools. 35: Distributorship services in the field of chemicals. 36: Broker services in the purchase and sale of bulk chemicals.	AllChem Industries Holding Corporation			
US	POOL ZYME	Registered	75/785,988	26-Aug-1999	2,543,374	26-Feb-2002	1: organic catalyst for use in spa water treatment.	AllChem Industries Holding Corporation			
US	SPA ZYME	Registered	75/792,451	25-Aug-1999	2,507,823	13-Nov-2001	1: organic catalyst for use in spa water treatment.	AllChem Industries Holding Corporation			
CN	ALLCHEM	Registered	2000175274	13-Nov-2000	1736056	28-Mar-2002	1: Water purifying chemicals for swimming pools	AllChem Industries Holding Corporation			
CN	ALLCHEM	Registered	2000175276	13-Nov-2000	1945412	28-Aug-2002	36: Broker services in the purchase and sale of bulk chemicals	AllChem Industries Holding Corporation			
CN	ALLCHEM	Registered	2000175275	13-Nov-2000	1946169	21-Aug-2002	42: Distributorship services in the field of chemicals	AllChem Industries Holding Corporation			
SG	ALLCHEM	Registered	T01/00587F	12-Jan-2001	T01/00587F	12-Jan-2001	1: Water purifying chemicals for swimming pools and industrial chemicals.	AllChem Industries Holding Corporation			



US		Registered	76/231,565	27-Mar-2001	2,725,276	10-Jun-2003	<p>I: Water purifying chemicals for swimming pools.</p> <p>35: Distributorship services in the field of chemicals.</p> <p>36: Broker services in the purchase and sale of bulk chemicals.</p>	AllChem Industries Holding Corporation
US		Registered	76/231,564	27-Mar-2001	2,725,275	10-Jun-2003	<p>I: Water purifying chemicals for swimming pools.</p> <p>35: Distributorship services in the field of chemicals.</p> <p>36: Broker services in the purchase and sale of bulk chemicals.</p>	AllChem Industries Holding Corporation
US	O-ACE-SIS	Registered	76/408,258	13-May-2002	2,952,317	17-May-2005	I: complete line of water treatment chemicals for water treatment use in swimming pools and spas.	AllChem Performance Products, Inc.
US		Registered	76/408,256	13-May-2002	2,931,215	08-Mar-2005	I: complete line of water treatment chemicals for water treatment use in swimming pools and spas.	AllChem Performance Products, Inc.
US	BROMPLUS	Registered	76/408,259	13-May-2002	2,782,939	11-Nov-2003	I: Complete line of water treatment products and chemicals for water treatment use.	AllChem Performance Products, Inc.
US	PACIFICLEAR	Registered	76/538,029	14-Aug-2003	3,060,672	21-Feb-2006	I: Chemicals used to sanitize and to treat water, swimming pools, spas, hot tubs, ponds and lakes; chemical analysis kit for testing swimming pools, spas, hot tubs, ponds and lakes	AllChem Industries Holding Corporation
US	FOCUS	Registered	76/538,026	14-Aug-2003	2,919,630	18-Jan-2005	I: Chemicals used to sanitize and to treat water, swimming pools, spas, hot tubs, ponds and lakes; chemical analysis kit for testing swimming pools, spas, hot tubs, ponds and lakes	AllChem Industries Holding Corporation
US	VANTAGE	Registered	75/091,545	19-Apr-1996	2,069,228	10-Jun-1997	I: water treatment chemicals for use in swimming pools and spas; chelating/sequestering chemicals for controlling metals in swimming pools and spas; water purifying and clarifying chemicals for use in	AllChem Performance Products, Inc.

									swimming pools and spas. 5: disinfectants, algacides and sanitizers for swimming pools and spas. 11: water purification units for swimming pools and spas; units for dispensing chemicals into swimming pools and spas at a predetermined rate of dispersion; units for dispensing chlorine, water clarification chemicals into swimming pools and spas; units for dispensing carbon dioxide into swimming pools and spas; swimming pool water cleaning and filtering units; units for circulating water in swimming pools and spas; and units for generating ozone in swimming pools and spas.										AllChem Industries Holding Corporation	
US					78/613,061			20-Apr-2005	3,181,875		05-Dec-2006									AllChem Industries Holding Corporation
US					78/888,289			19-May-2006	3,383,219		12-Feb-2008									AllChem Performance Products, Inc.
NZ					787008			04-Apr-2008	787008		09-Oct-2008									AllChem Industries Holding Corporation

AU	ALLCHEM	Registered	1233217	02-Apr-2008	1233217	02-Apr-2008	1233217	<p>1: Water treatment chemicals for use in swimming pools and spas; chelating/sequestering chemicals for controlling metals in swimming pools and spas; water purifying and clarifying chemicals for use in swimming pools and spas</p> <p>11: Water purification units for swimming pools and spas; units for dispensing chemicals into swimming pools and spas at a predetermined rate of dispersion; units for dispensing chlorine, water clarification chemicals into swimming pools and spas; units for dispensing carbon dioxide into swimming pools and spas; swimming pool water cleaning and filtering units; units for circulating water in swimming pools and spas; and units for generating ozone in swimming pools and spas</p>	AllChem Industries Holding Corporation
AU	VANTAGE	Registered	1233218	02-Apr-2008	1233218	02-Apr-2008	1233218	<p>1: Water treatment chemicals for use in swimming pools and spas; chelating/sequestering chemicals for controlling metals in swimming pools and spas; water purifying and clarifying chemicals for use in swimming pools and spas</p> <p>11: Water purification units for swimming pools and spas; units for dispensing chemicals into swimming pools and spas at a predetermined rate of dispersion; units for dispensing chlorine, water clarification chemicals into swimming pools and spas; units for dispensing carbon dioxide into swimming pools and spas; swimming pool water cleaning and filtering units; units for circulating water in swimming pools and spas; and units for generating ozone in swimming pools and spas</p>	AllChem Industries Holding Corporation
US	SURETY	Published	77/544,510	12-Aug-2008	3726321	15-Dec-2009	3726321	1: complete line water treatment chemicals for use in swimming pools and spas.	AllChem Industries Holding Corporation
US	CLOR MOR	Registered	77/639,071	23-Dec-2008	3,654,159	14-Jul-2009	3,654,159	1: water purifying chemicals for swimming pools; waste water treatment chemicals for industrial use.	AllChem Industries Holding Corporation

US		Marked Abandoned	to bc	75/461,511	27-Mar- 1998	2,275,749	07-Sep- 1999	1: water purifying chemicals for swimming pools; waste water treatment chemicals for industrial use. 1: water treatment chemicals, namely, chlorine tablets. 9: mechanical devices, namely, dispensers and feeders of water treatment tablets.	AllChem Industries Holding Corporation  AllChem Industries Holding Corporation
US	HORIZON WATER CARE SYSTEMS	Published		77/766,346	23-Jun- 2009				AllChem Industries Holding Corporation