

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
ARIZONA CHEMICAL COMPANY, LLC		11/19/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent
Street Address:	901 MAIN AVENUE
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851-1168
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	0546338	ACINTOL
Registration Number:	1154340	AQUATAC
Registration Number:	2810445	ARIZONA
Registration Number:	2779502	ARIZONA CHEMICAL
Registration Number:	0580811	CENTURY
Registration Number:	2886414	CENWAX
Registration Number:	1709624	MICROMID
Registration Number:	0724674	SYLFAT
Registration Number:	1040359	SYLFAT
Registration Number:	2617023	SYLVABLEND
Registration Number:	2770417	SYLVACLEAR
Registration Number:	2721617	SYLVACOTE
Registration Number:	3768872	SYLVAFUEL
Registration Number:	2779604	SYLVAGEL

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Registration Number:	2623919	SYLVAGUM
Registration Number:	1306649	SYLVALITE
Registration Number:	2735891	SYLVALITE
Registration Number:	2433849	SYLVAPINE
Registration Number:	2211336	SYLVAPRINT
Registration Number:	2623918	SYLVARES
Registration Number:	0733990	SYLVAROS
Registration Number:	1085203	SYLVATAC
Registration Number:	1545955	SYLVATAC
Registration Number:	3706809	UNICLEAR
Registration Number:	0943515	UNIDYME
Registration Number:	1040777	UNIFLEX
Registration Number:	0803277	UNI-REZ
Registration Number:	1262091	UNI-TAC
Registration Number:	2823322	ZONATAC
Serial Number:	85042395	ABIETA
Serial Number:	85141165	ARIZONA CHEMICAL
Serial Number:	85141168	RENEWABLE RESOURCES. ENDLESS POSSIBILITIES.
Serial Number:	85151875	SYLVADERM
Serial Number:	85151851	SYLVASOL
Serial Number:	85114167	SYLVATAL

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36594
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/02/2011

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2010 is entered into by ARIZONA CHEMICAL COMPANY, LLC, a Delaware limited liability company (the "Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), as collateral agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of November 19, 2010, among the Grantor, the other grantors named therein, and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor is granting a security interest to the Collateral Agent, for the benefit of the Secured Parties, in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured Trademarks (provided that no security interest shall be granted in any intent-to-use Trademark applications until such time as a verified "statement of use" or "amendment to allege use" with respect thereto has been filed with and accepted in the United States Patent and Trademark Office), subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(c) THE INTEREST IN THE SECURED TRADEMARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE COLLATERAL AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

(iii) Release and Discharge of Security Interest

(a) Release of Security Interest. When all Obligations (other than obligations in respect of any Hedge Agreement or Designated Cash Management Obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding (or any outstanding Letter of Credit shall be cash collateralized to the reasonable satisfaction of Issuing Bank), (1) the security interest granted hereby shall automatically terminate hereunder and of record; (2) the Secured Trademarks shall be released from the security interest created hereby and all right, title and interest therein, thereto and thereunder shall automatically revert to the Grantor; (3) this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent, the Secured Parties, and the Grantor hereunder shall terminate, all and in each case, without delivery of any instrument or performance of any act by any party.

(b) Partial Release of Collateral. Provided that no Event of Default shall then exist, the Grantor may, in connection with any disposition of any Secured Trademarks permitted under the Credit Agreement and/or the Security Agreement (other than to any Credit Party), obtain the release from the security interest created hereby of the portion of the Secured Trademarks disposed, upon the satisfaction of the conditions set forth in the Credit Agreement and/or the Security Agreement.

(iv) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(v) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

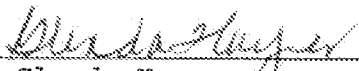
(vi) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

ARIZONA CHEMICAL COMPANY,
LLC

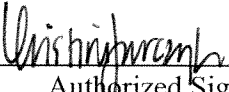
By: 
Name: Glenda Haynes
Title: Vice President

[Signature Page to Trademark Security Agreement]

[[3249634]]

TRADEMARK
REEL: 004466 FRAME: 0136

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Collateral Agent

By:  Kristine M. Jurczyk
Authorized Signatory Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

[[3249634]]

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

See attached list.

United States Trademark and Trademark Applications

Mark	Registered Owner	Application Number	Registration Number	Filing Date	Registration Date	Next Renewal Due
ABIETA	Arizona Chemical Company, LLC	85/042395		19-May-2010		
ARIZONA CHEMICAL and Design	Arizona Chemical Company, LLC	85/141165		29-Sep-2010		
RENEWABLE RESOURCES. ENDLESS POSSIBILITIES.	Arizona Chemical Company, LLC	85/141168		29-Sep-2010		
SYLVADERM	Arizona Chemical Company, LLC	85/151875		13-Oct-2010		
SYLVASOL	Arizona Chemical Company, LLC	85/151851		13-Oct-2010		
SYLVATAL	Arizona Chemical Company, LLC	85/114167		24-Aug-2010		
ACINTOL	Arizona Chemical Company, LLC	71/597867	546338	5/22/1950	8/7/1951	
AQUATAC	Arizona Chemical Company, LLC	73/213482	1154340	30-Apr-1979	19-May-1981	19-May-2011
ARIZONA (stylized)	Arizona Chemical Company, LLC	78/133291	2810445	05-Jun-2002	03-Feb-2004	03-Feb-2014
ARIZONA CHEMICAL	Arizona Chemical Company, LLC	78/133361	2779502	05-Jun-2002	04-Nov-2003	04-Nov-2013
CENTURY	Arizona Chemical Company, LLC	71/639114	0580811	06-Dec-1952	06-Oct-1953	06-Oct-2013
CENWAX	Arizona Chemical Company, LLC	78/241921	2886414	25-Apr-2003	21-Sep-2004	21-Sep-2014
MICROMID	Arizona Chemical Company, LLC	74/213400	1709624	18-Oct-1991	25-Aug-1992	25-Aug-2012
SYLFAT	Arizona Chemical Company, LLC	72/098467	0724674	06-Jun-1960	05-Dec-1961	05-Dec-2011

Mark	Registered Owner	Application Number	Registration Number	Filing Date	Registration Date	Next Renewal Due
SYLFAT	Arizona Chemical Company, LLC	73/063769	1040359	22-Sep-1975	01-Jun-1976	01-Jun-2016
SYLVABLEND	Arizona Chemical Company, LLC	76/181217	2617023	14-Dec-2000	10-Sep-2002	10-Sep-2012
SYLVACLEAR	Arizona Chemical Company, LLC	78/157211	2770417	23-Aug-2002	30-Sep-2003	30-Sep-2013
SYLVACOTE	Arizona Chemical Company, LLC	75/459652	2721617	31-Mar-1998	03-Jun-2003	03-Jun-2013
SYLVAFUEL	Arizona Chemical Company, LLC	77/641404	3768872	30-Dec-2008	30-Mar-2010	30-Mar-2020
SYLVAGEL	Arizona Chemical Company, LLC	78/173363	2779604	11-Oct-2002	04-Nov-2003	04-Nov-2013
SYLVAGUM	Arizona Chemical Company, LLC	76/228556	2623919	21-Mar-2001	24-Sep-2002	24-Sep-2012
SYLVALITE	Arizona Chemical Company, LLC	73/457130	1306649	15-Dec-1983	27-Nov-1984	17-Nov-2014
SYLVALITE	Arizona Chemical Company, LLC	76/228554	2735891	21-Mar-2001	15-Jul-2003	15-Jul-2013
SYLVAPINE	Arizona Chemical Company, LLC	75/459651	2433849	31-Mar-1998	06-Mar-2001	06-Mar-2011
SYLVAPRINT	Arizona Chemical Company, LLC	74/577048	2211336	22-Sep-1994	15-Dec-1998	15-Dec-2018
SYLVARES	Arizona Chemical Company, LLC	76/228555	2623918	21-Mar-2001	24-Sep-2002	24-Sep-2012
SYLVAROS	Arizona Chemical Company, LLC	72/098468	0733990	06-Jun-1960	10-Jul-1962	10-Jul-2012
SYLVATAAC	Arizona Chemical Company, LLC	73/135157	1085203	25-Jul-1977	14-Feb-1978	14-Feb-2018
SYLVATAAC	Arizona Chemical Company, LLC	73/758121	1545955	17-Oct-1988	04-Jul-1989	04-Jul-2019

Mark	Registered Owner	Application Number	Registration Number	Filing Date	Registration Date	Next Renewal Due
UNICLEAR	Arizona Chemical Company, LLC	77/640838	3706809	29-Dec-2008	03-Nov-2009	03-Nov-2019
UNIDYME	Arizona Chemical Company, LLC	72/394412	0943515	09-Jun-1971	26-Sep-1972	22-Oct-2012
UNIFLEX	Arizona Chemical Company, LLC	72/394411	1040777	09-Jun-1971	01-Jun-1976	21-Feb-2016
UNI-REZ	Arizona Chemical Company, LLC	72/223849	0803277	20-Jul-1965	08-Feb-1966	08-Feb-2016
UNI-TAC	Arizona Chemical Company, LLC	73/353784	1262091	10-Mar-1982	27-Dec-1983	27-Dec-2013
ZONATAC	Arizona Chemical Company, LLC	78/216265	2823322	19-Feb-2003	16-Mar-2004	16-Mar-2014