TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Taminco NV		102/15/2012	Belgian Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	1615 Brett Road, Building III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3189822	ADVANTEX
Registration Number:	2421656	AMIETOL
Registration Number:	3009590	EXTENDEX
Registration Number:	3571014	MANDOPS
Registration Number:	3088653	MYCOMANAGE
Registration Number:	2817153	PROPAG-8
Registration Number:	2605115	RESISTIM
Registration Number:	2989290	SPODNAM
Registration Number:	2817154	STIMUL-8
Registration Number:	3109947	SYNERGEX
Registration Number:	3201401	SYNERGEX
Registration Number:	3121555	VANTEX
Serial Number:	76688160	MANDOPS

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REEL: 004718 FRAME: 0093

CORRESPONDENCE DATA

Fax Number: (212)656-1342 Phone: 212-701-3345

Email: steven.kovalan@thomsonreuters.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/Steven Kovalan - Thomson Reuters/
Date:	02/15/2012

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY		
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.	
1. Name of conveying party(les): Taminco NV	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ Yes ✓ No Name: Citibank, N.A., as Administrative Agent	
Individual(s) Association General Partnership Limited Partnership Corporation- State: ✓ Other Belgian Corporation Citizenship (see guidelines) US - DE Additional names of conveying parties attached? Yes X No 3. Nature of conveyance)/Execution Date(s) : Execution Date(s)02/15/2012 Merger Assignment Merger Security Agreement Change of Name	Internal Address: Street Address: 1615 Brett Road, Building ill City: New Castle State: DE Country: USA Zip:19720 X Association Citizenship US-Federal General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	(Designations must be a separate document from assignment) didentification or description of the Trademark. B. Trademark Registration No.(s)	
See Schedule I C. Identification or Description of Trademark(s) (and Filing	See Schedule I Additional sheet(s) attached? Yes No	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: James P. Murphy, Legal Assistant	6. Total number of applications and registrations involved:	
Internal Address: <u>Cahill Gordon & Reindel LLP</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed	
City: New York	8. Payment Information:	
State: _{NY} Zip: ₁₀₀₀₅		
Phone Number: (212) 701-3345 Fax Number: (212) 378-2610 Email Address: jmurphy@cahill.com	Deposit Account NumberAuthorized User Name	
9. Signature: Savon P/M 2001	February 15, 2012	
Signature / Name of Person Signing	Date Total number of pages including cover sheet, attachments, and document: 5	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of February 15, 2012 (this "<u>Agreement</u>"), among Taminco NV, a Belgian company (the "<u>Grantor</u>") and Citibank, N.A., as administrative agent and collateral agent (in such capacity, the "<u>Administrative Agent</u>").

Reference is made to (a) the Credit Agreement dated as of February 15, 2012 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Taminco Intermediate Corporation ("Holdings"), Taminco Global Chemical Corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the First Lien Collateral Agreement dated as of February 15, 2012 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. <u>Confirmation of Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby confirms the grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, of a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "<u>Trademark Collateral</u>"); <u>provided</u> that the Security Interest shall not attach to any Excluded Asset.

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Administrative Agent herein is confirmed in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

TAMINCO NV

By:

Name: Kurt Decat

Title:

[Signature Page to First Lien Trademark Security Agreement]

CITIBANK, N.A., as Administrative Agent,

By:

Name:

KIRKWOOD ROLAND DIRECTOR & VICE PRESIDENT

Title:

Schedule I

Loan Par- ty/Registered Owner Mark Number Application Number Registration Office of I tion/Co Taminco NV ADVANTEX 78294741 3189822 USP 02-SEP-2003 26-DEC-2006	
Date Date Taminco NV ADVANTEX 78294741 3189822 USP 02-SEP-2003 26-DEC-2006	untry
Taminco NV ADVANTEX 78294741 3189822 USP 02-SEP-2003 26-DEC-2006	
02-SEP-2003 26-DEC-2006	
	TO
Taminco NV AMIETOL 75293774 2421656 USP:	TO
19-MAY-1997 16-JAN-2001	
Taminco NV CAROKAN 79086733 3988039 USP	TO
29-JUL-2010 05-JUL-2011	
Taminco NV DESIKOTE 79091371 4065302 USP.	TO
20-OCT-2010 06-DEC-2011	
Taminco NV EXTENDEX 78380157 3009590 USP:	ТО
08-MAR-2004 25-OCT-2005	
Taminco NV MANDOPS 76688160 3571014 USP	ТО
28-MAR-2008 10-FEB-2009	
Taminco NV MYCOMANAGE 78459423 3088653 USP	ТО
30-JUL-2004 02-MAY-2006	
Taminco NV NIMZO 79086732 3988038 USP	ТО
29-JUL-2010 05-JUL-2011	
Taminco NV PROPAG-8 78179953 2817153 USP.	ТО
30-OCT-2002 24-FEB-2004	
Taminco NV RESISTIM 75551859 2605115 USP	TO
11-SEP-1998 06-AUG-2002	
Taminco Nv SPODNAM 78409529 2989290 USP	ТО
28-APR-2004 30-AUG-2005	
Taminco NV STIMUL-8 78179959 2817154 USP:	ТО
30-OCT-2002 24-FEB-2004	
Taminco NV SYNERGEX 78234453 3109947 USP	ТО
07-APR-2003 27-JUN-2006	
Taminco NV SYNERGEX 78825189 3201401 USP.	ТО
28-FEB-2006 23-JAN-2007	
Taminco NV TAMINCO 79088352 4017861 USP.	TO
02-SEP-2010 30-AUG-2011	
Taminco NV TAMINIZER 79045293 3436474 USP	TO
17-SEP-2007 27-MAY-2008	
Taminco NV TAMISOLVE 79077311 3818683 USP	TO
20-OCT-2009 13-JUL-2010	
Taminco NV TUBA 79091320 4004652 USP	TO
24-NOV-2010 02-AUG-2011	
Taminco NV VANTEX 78379366 3121555 USP.	TO
05-MAR-2004 25-JUL-2006	= =
Taminco NV VITERA 79088187 NA USP	TO
02-SEP-2010	
Taminco NV MANDOPS 76688160 3571014 USP	TO
28-MAR-2008 10-FEB-2009	

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RECORDED: 02/15/2012