

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TATA CHEMICALS NORTH AMERICA INC.		02/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	STANDARD CHARTERED BANK
Street Address:	1 Basinghall Avenue
Internal Address:	5th Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 5DD
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3677483	G-T SORB

CORRESPONDENCE DATA

Fax Number: (703)760-7777
 Phone: 703-760-7700
 Email: trademark-dc@mofo.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Hsiao-Ting Cheng
 Address Line 1: 1650 Tysons Boulevard
 Address Line 2: Suite 400
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	10032/190
-------------------------	-----------

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Joshua Pierce
Signature:	/Joshua Pierce/
Date:	03/09/2012

Total Attachments: 7

source=TCNA Security Agreement#page1.tif
source=TCNA Security Agreement#page2.tif
source=TCNA Security Agreement#page3.tif
source=TCNA Security Agreement#page4.tif
source=TCNA Security Agreement#page5.tif
source=TCNA Security Agreement#page6.tif
source=TCNA Security Agreement#page7.tif

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

THIS COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 29, 2012, is made between TATA CHEMICALS NORTH AMERICA INC., a Delaware corporation (the "Grantor"), and STANDARD CHARTERED BANK, as administrative agent for the Lender Parties referred to below (in such capacity, the "Agent").

The Grantor, certain financial institutions as lenders (the "Lenders") and the Agent are parties to a Credit Agreement dated as of February 29, 2012 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"), and the Grantor and the Agent are parties to the Security Agreement dated as of February 29, 2012 (the "Security Agreement"). It is a condition precedent to the initial Borrowings under the Credit Agreement that the Grantor enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the other Lender Parties, the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

Section 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Intellectual Property Collateral" means the following properties and assets owned or held by the Grantor or in which the Grantor otherwise has any interest, now existing or hereafter acquired or arising:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as described in Schedule 1), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship (including the copyrights and copyright applications described in Schedule 1), all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any

licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described in Schedule 1), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates, catalogs, internet websites, and internet domain names and associated URL addresses;

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(vi) all accounts, all other proprietary rights, all other intellectual or other similar property and all other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

“Lender Parties” means the Agent, the Lenders and the Specified Swap Providers.

“Proceeds” means all proceeds, as such term is defined in Section 9-102 of the UCC.

“Secured Obligations” means all indebtedness, liabilities and other obligations of the Grantor to the Lender Parties, created under, arising out of or in connection with the Credit Agreement, the Notes, the Specified Swap Contracts (including, without limitation, any termination payments thereunder) or any of the other Loan Documents, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Credit Agreement and all other amounts payable by the Grantor to the Lender Parties thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against any Credit Party of any Insolvency Proceeding naming any such Person as the debtor in such proceeding, regardless of whether allowed in such Insolvency Proceeding.

“Supporting Obligations” means all supporting obligations, as such term is defined in Section 9-102 of the UCC.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

(c) Interpretation. The rules of interpretation set forth in Section 1.03 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

Section 2. Grant of Security Interest in Intellectual Property Collateral. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants to the Agent, for itself and on behalf of and for the ratable benefit of the Lender Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of its Intellectual Property Collateral, wherever located and whether now existing or owned or hereafter acquired or arising and all money, all products and Proceeds of any and all of the foregoing, and all Supporting Obligations of any and all of the Intellectual Property Collateral. Notwithstanding the foregoing, the grant of security interest herein shall not extend to and the term “Intellectual Property Collateral” shall not include any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed, at which point such application shall constitute Intellectual Property Collateral hereunder).

Section 3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral and other property made and granted hereby are more fully set forth in the Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Authorization to Supplement. The Grantor shall modify this Agreement by amending Schedule 1 to include any new intellectual property of the Grantor which becomes part of the Intellectual Property Collateral hereunder or under the Security Agreement; provided that in the event that the Grantor fails to so amend Schedule 1, the Agent is hereby authorized to unilaterally modify Schedule 1 without further consent of the Grantor. Notwithstanding the foregoing, no failure by either party to so amend Schedule 1, and no errors on Schedule 1, shall in any way affect, invalidate or detract from the Agent’s continuing security interest in all Intellectual Property Collateral, whether or not listed correctly on Schedule 1. Further, the Grantor shall cause such modified Schedule 1 to be filed, and hereby authorizes the Agent to file such modified Schedule 1, with the U.S. Patent and Trademark Office and the U.S. Copyright Office, as applicable.

Section 5. Notices. All notices or other communications hereunder shall be given in accordance with the terms of the Credit Agreement.

Section 6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor and the Agent and their respective successors and assigns and shall bind any Person who becomes bound as a grantor to this Agreement.

Section 7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW

YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY INTELLECTUAL PROPERTY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

Section 8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

Section 9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Section 11. Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Article XII thereof, such provisions are incorporated herein by this reference.

Section 12. No Inconsistent Requirements. The Grantor acknowledges that this Agreement, the other Loan Documents and the Specified Swap Contracts may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

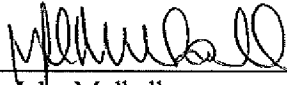
Section 13. Termination. Upon the termination of the Commitments of the Lenders and payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor, at the expense of the Grantor, as shall be necessary to evidence termination of all security interests given by the Grantor to the Agent hereunder.

[signature page follows]

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

THE GRANTOR

TATA CHEMICALS NORTH AMERICA INC.

By: 
Name: John Mulhall
Title: Vice President and Chief Financial Officer

THE AGENT

STANDARD CHARTERED BANK, as
Administrative Agent

By: _____
Name:
Title: Authorised Signatory

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


THE GRANTOR

TATA CHEMICALS NORTH AMERICA INC.

By: _____
Name:
Title:

THE AGENT

STANDARD CHARTERED BANK, as
Administrative Agent

By:  _____
Name:
Title: Authorised Signatory

Schedule 1

Intellectual Property Collateral

Patents:

<u>PATENT</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>DATE OF GRANT OR ISSUANCE</u>
CONYEYOR BELT EMERGENCY STOP INDICATOR LIGHT SYTEM	USA	5,263,570	11/23/1993
AUTOMATIC FLUSHING APPRATUS FOR A HYDRATOR	USA	5,447,394	9/5/1995
WATER REMOVAL FROM SOLID PRODUCTS AND APPARATUS THEREFOR	USA	5,636,449	6/10/1997
METHOD OF PRODUCING MODIFIED SODIUM CARBONATE CRYSTALS FOR THE PRODUCTION OF SODIUM BICARBONATE	USA	6,270,740	8/7/2001
METHOD FOR PRODUCING ENHANCED SODIUM CARBONATE CRYSTALS FOR MAKING SODIUM BICARBONATE	USA	6,667,021	12/23/2003
SODIUM CARBONATE RECOVERY FROM WASTE STREAMS AND IMPOUNDED SODIUM CARBONATE DECAHYDRATE DEPOSITS	USA	7,645,435	1/12/2010

Trademark registrations, service marks and trade names:

<u>NAME</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
G-T-SORB	USA	REGISTERED	3,677,483	9/1/2009

Copyrights:

None.

ny-1009021