

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
Ampac Fine Chemicals LLC		02/27/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Administrative Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2521058	POLYFOX	
Registration Number:	4018482	SMB MINING	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0356		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$65.00 2521058

Signature:	/s/ Angela M. Amaru
Date:	02/27/2014
Total Attachments: 7 source=AmPac-Jefferies Trademark Security Agreement 038507-0356#page1.tif source=AmPac-Jefferies Trademark Security Agreement 038507-0356#page2.tif source=AmPac-Jefferies Trademark Security Agreement 038507-0356#page3.tif source=AmPac-Jefferies Trademark Security Agreement 038507-0356#page4.tif source=AmPac-Jefferies Trademark Security Agreement 038507-0356#page5.tif source=AmPac-Jefferies Trademark Security Agreement 038507-0356#page6.tif source=AmPac-Jefferies Trademark Security Agreement 038507-0356#page7.tif	

GRANT OF SECURITY INTEREST
IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of February 27, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Jefferies Finance LLC, as administrative agent, (the “Administrative Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Security Agreement among the Grantors, the other assignors from time to time party thereto and the Grantee, dated as of February 27, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1. Each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all of the

following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (f) all rights to sue for past, present or future infringements thereof and (g) all rights corresponding thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor's "intent to use" such Trademarks or service marks applications unless and until a "Statement of Use" or "Amendment

to Allege Use” has been filed and accepted in the United States Patent and Trademark Office(solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” application under applicable federal law) whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

AMPAC FINE CHEMICALS, LLC,
as a Grantor

By 

Name: Aslam Malik
Title: President

AMERICAN PACIFIC CORPORATION,
a Delaware corporation,
as a Grantor

By _____

Name: Joseph Carleone
Title: President

AMERICAN PACIFIC CORPORATION,
a Nevada corporation,
as a Grantor

By _____

Name: Joseph Carleone
Title: President

[Signature Page to Grant of Security Interest in Trademarks]

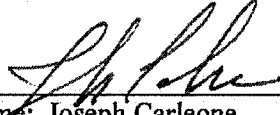
TRADEMARK
REEL: 005226 FRAME: 0232

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

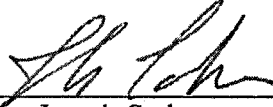
AMPAC FINE CHEMICALS, LLC,
as a Grantor

By _____
Name: Aslam Malik
Title: President

AMERICAN PACIFIC CORPORATION,
a Delaware corporation,
as a Grantor

By  _____
Name: Joseph Carleone
Title: President

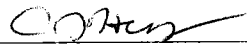
AMERICAN PACIFIC CORPORATION,
a Nevada corporation,
as a Grantor

By  _____
Name: Joseph Carleone
Title: President

[Signature Page to Grant of Security Interest in Trademarks]



TRADEMARK
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JEFFERIES FINANCE LLC,
as Administrative Agent

By 
Name: E. Joseph Hess
Title: Managing Director

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	AMPAC 	77980135 9/25/2007	3878146 11/16/2010	REGISTERED	American Pacific Corporation
2.	AMPAC 	77977784 9/25/2007	3700324 10/20/2009	REGISTERED	American Pacific Corporation
3.	CHLORMASTER	73484786 6/11/1984	1329366 4/9/1985	REGISTERED RENEWED	American Pacific Corporation
4.	EXCEEDING CUSTOMER EXPECTATIONS	78267845 6/27/2003	2918861 1/18/2005	REGISTERED	American Pacific Corporation
5.	HALOTRON	74257359 3/20/1992	1798447 10/12/1993	REGISTERED RENEWED	American Pacific Corporation
6.	PEPCON	72368103 8/14/1970	923135 11/2/1971	REGISTERED RENEWED	American Pacific Corporation
7.	MAGRALA	85275083 3/23/2011	---	PENDING ITU	AMPAC Fine Chemicals LLC
8.	POLYFOX	75913934 2/9/2000	2521058 12/18/2001	REGISTERED	AMPAC Fine Chemicals LLC
9.	SMB MINING	85162295 10/27/2010	4018482 8/30/2011	REGISTERED	AMPAC Fine Chemicals LLC
10.	TURBO SMB	85218379 1/14/2011	---	PENDING ITU	AMPAC Fine Chemicals LLC