

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366137

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Pacific Corporation		12/14/2015	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as collateral agent		
<b>Street Address:</b>	4900 Tiedeman Rd.		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44144		
<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>	
<b>Serial Number:</b>	74257359	HALOTRON	
<b>Serial Number:</b>	73348381	ODOR MASTER	
<b>Serial Number:</b>	78267845	EXCEEDING CUSTOMER EXPECTATIONS	
<b>Serial Number:</b>	86826385	AMPAC	
<b>Serial Number:</b>	86826393		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6463667120		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Daniel Gold/White & Case LLP		
<b>Address Line 1:</b>	1155 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1143905-0005-N997		
<b>NAME OF SUBMITTER:</b>	Daniel Gold		
<b>SIGNATURE:</b>	/Daniel Gold/		
<b>DATE SIGNED:</b>	12/16/2015		
<b>Total Attachments: 8</b>			

CH \$140.00 74257359

source=Intellectual Property Security Agreement (Executed)#page1.tif  
source=Intellectual Property Security Agreement (Executed)#page2.tif  
source=Intellectual Property Security Agreement (Executed)#page3.tif  
source=Intellectual Property Security Agreement (Executed)#page4.tif  
source=Intellectual Property Security Agreement (Executed)#page5.tif  
source=Intellectual Property Security Agreement (Executed)#page6.tif  
source=Intellectual Property Security Agreement (Executed)#page7.tif  
source=Intellectual Property Security Agreement (Executed)#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 14, 2015 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **KEYBANK NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of December 14, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States copyrights (including community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations

therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Patents”**).

(c) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**FALMOUTH GROUP HOLDINGS CORP.,**  
as a Grantor

By: Paul Huntsman  
Name: Paul Huntsman  
Title: Vice President, Secretary and Chief  
Financial Officer

**CARPENTER INTERMEDIATE CORP.,**  
as a Grantor

By: Paul Huntsman  
Name: Paul Huntsman  
Title: Vice President, Secretary and Chief  
Financial Officer

**FLAMINGO PARENT CORP.,**  
as a Grantor

By: Paul Huntsman  
Name: Paul Huntsman  
Title: Chairman

**AMERICAN PACIFIC CORPORATION,**  
a Delaware corporation, as a Grantor

By: Paul Huntsman  
Name: Paul Huntsman  
Title: President and Chief Executive Officer

**ENERGETIC ADDITIVES INC., LLC,**  
as a Grantor

By: Paul Huntsman  
Name: Paul Huntsman  
Title: Manager

AMPAC-ISP CORP.,  
as a Grantor

By: PCA  
Name: Paul Huntsman  
Title: President

AMERICAN AZIDE CORPORATION,  
as a Grantor

By: PCA  
Name: Paul Huntsman  
Title: President

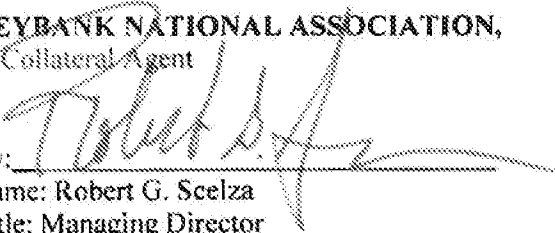
AMPAC FARMS, INC.,  
as a Grantor

By: PCA  
Name: Paul Huntsman  
Title: President

AMERICAN PACIFIC CORPORATION,  
a Nevada corporation, as a Grantor

By: PCA  
Name: Paul Huntsman  
Title: President

KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Robert G. Scelza  
Title: Managing Director

*[Signature Page to Intellectual Property Security Agreement - Project Genesis]*

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

Registrant/Owner	Title	Reg. No.	Reg. Date
AMPAC-ISP <sup>1</sup>	Demonstration Test Results for 1 Lbf Thrust Long Life Monopropellant Thruster.	TXu001579072	06/27/2008
American Pacific Corporation, AMPAC-ISP Corp. <sup>1</sup>	Divert thruster development test for a low cost liquid divert & attitude control system (LDACS)	TXu001588238	09/22/2008

2. Patents

PATENT DESCRIPTION	APPLICATION / PATENT NO.	OWNER	ISSUED
METHOD FOR PRODUCING CHLORINE OR HYPOCHLORITE PRODUCT	08551290 / 5616234	American Pacific Corporation	4/1/1997
APPARATUS FOR PRODUCING CHLORINE ON SITE	08621161 / 5688385	American Pacific Corporation	11/18/1997
ENVIRONMENTALLY BENEFICIAL AND EFFECTIVE HYDROCHLOROFLUOROCARBON COMPOSITIONS FOR FIRE EXTINGUISHING APPLICATIONS	13350430 / 8524105	American Pacific Corporation	9/3/2013
ENVIRONMENTALLY BENEFICIAL AND EFFECTIVE HYDROCHLOROFLUROCARBON COMPOSITIONS FOR FIRE EXTINGUISHING APPLICATIONS	13026177 / 8096366	American Pacific Corporation	1/17/2012
BROMOFLUROCARBON COMPOSITIONS	13646535 / 8858820	American Pacific Corporation	10/14/2014
REDUCTION OF ALDEHYDES AND KETONES TO ALCOHOLS	13509580 /	American Pacific Corporation Jointly Owned by Georgia Tech Research Corporation	--
SYSTEMS FOR	08911982 / 6024860	American Pacific	2/15/2000

<sup>1</sup> These copyrights were previously assigned to another party in 2012, however these copyrights are still being shown as owned by American Pacific Corporation and Ampac-ISP Corp. in the US Copyright Office.



PATENT DESCRIPTION	APPLICATION / PATENT NO.	OWNER	ISSUED
ELECTOCHEMICAL DECOMPOSITION OF SODIUM AZIDE		Corporation	
BROMOFLOUROCARBON COMPOSITIONS	13269387 /	American Pacific Corporation	--
GAS-LIQUID MIXTURE AS WELL AS FIRE-EXTINGUISHING UNIT AND METHOD FOR THE USE THEREOF	09301453 / 6182768	American Pacific Corporation	2-6-2001
GAS-LIQUID MIXTURE AS WELL AS UNIT AND METHOD FOR THE USE THEREOF	08951738/ 5862867	American Pacific Corporation	1-26-1999
GAS-LIQUID MIXTURE AS WELL AS UNIT AND METHOD FOR THE USE THEREOF	08557733 / 5698630	American Pacific Corporation	12-16-1997
GAS-LIQUID MIXTURE AS WELL AS FIRE-EXTINGUISHING UNIT AND METHOD FOR THE USE THEREOF	09688186 / 6267788	American Pacific Corporation	7-31-2001

3. Trademarks

Reg./Serial No.	Mark	Owner
1798447 / 74257359	HALOTRON	American Pacific Corporation, a Nevada Corporation
1245101/ 73348381	ODOR MASTER	American Pacific Corporation, a Nevada Corporation
2918861/ 78267845	EXCEEDING CUSTOMER EXPECTATIONS	American Pacific Corporation, a Nevada Corporation
86826385	AMPAC DESIGN PLUS WORDS	American Pacific Corporation, a Nevada Corporation

86826393	AMPAC DESIGN PLUS WORDS	American Pacific Corporation, a Nevada Corporation
----------	-------------------------	---