

**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
Aristech Acrylics LLC		04/02/2008	LIMITED LIABILITY COMPANY: KENTUCKY

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, LLC, as agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2392212	ACRYSTEEL
Registration Number:	1842946	ACRYSTONE
Registration Number:	1604657	ALTAIR
Registration Number:	1605545	ALTAIR PLUS
Registration Number:	2974592	ALURA
Registration Number:	2804605	ARISTECH ACRYLICS
Registration Number:	1753241	AVONITE
Registration Number:	1845601	AVONITE
Registration Number:	2968711	AVONITE SURFACES
Registration Number:	1756138	CRYSTELLE
Registration Number:	1757643	CRYSTELLE
Registration Number:	1660375	FORMSTONE
Registration Number:	1841120	HYRIZON

CH \$565.00 2392212

Registration Number:	2725738	METALESCENT
Registration Number:	2738211	
Registration Number:	2559066	QUALITY THAT COMES TO THE SURFACE
Registration Number:	1844448	QUARITE
Registration Number:	1868285	QUARITE PLUS
Registration Number:	2759531	QUARITE SELECT
Registration Number:	2764882	QUARITE SELECT PLUS
Registration Number:	3136971	SOLARCAST
Registration Number:	1484878	SPECTRAPAK

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-756-2494  
Email: watt.wanapha@srz.com  
Correspondent Name: Watt Wanapha, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: 19th Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983.0150
NAME OF SUBMITTER:	Watt Wanapha, Esq. (025983.0150)
Signature:	/kc for ww/
Date:	04/14/2008

**Total Attachments: 15**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of April, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among SK AA Holdings, LLC, a Delaware limited liability company, as parent ("Parent"), Aristech Acrylics LLC, a Kentucky limited liability company, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License and other General Intangibles with respect to the foregoing; and
  - (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

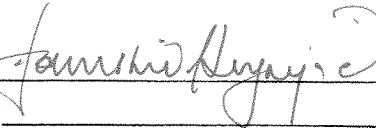
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ARISTECH ACRYLICS LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003759 FRAME: 0698**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: 

Name: Katherine L. McDonald

Title: VP

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS <sup>1</sup>	CLASSES
<b>ACRYSTEEL</b>							
CANADA	RE001143-001	11/18/1987	595,607	9/30/1988	345,681	REGISTERED	01
	9/30/2018	RENEWAL					
UNITED STATES	RE001143-000	12/24/1998	75/612,063	10/3/2000	2,392,212	REGISTERED	17
	10/3/2010	RENEWAL					
<b>ACRYSTONE</b>							
UNITED STATES	RE001154-000	7/6/1993	74/409,454	7/5/1994	1,842,946	REGISTERED	17
	7/5/2014	RENEWAL					
<b>ALTAIR</b>							
UNITED STATES	RE001158-000	10/5/1989	73/829,496	7/3/1990	1,604,657	REGISTERED	17
	7/3/2010	RENEWAL					
<b>ALTAIR PLUS</b>							
UNITED STATES	RE001159-000	10/6/1989	73/830,409	7/10/1990	1,605,545	REGISTERED	17

<sup>1</sup> The "us" indicates that the record owner of the registration is Avonite, Inc. However, Aristech Acrylics LLC is the actual owner pursuant to a July 3, 2003 Assumption and Assignment Agreement.



	7/10/2010	RENEWAL						
<b>ALURA</b>								
UNITED STATES	RE001431	3/11/2004	78/382,265	7/19/2005	2,974,592	REGISTERED		20
	7/19/2011	AFFIDAVIT OF USE						
EUROPEAN UNION(CTM)	RE001431-003	5/21/2004	3848629	8/22/2005	003848629	REGISTERED		20
	5/21/2014	RENEWAL						

**ARISTECH ACRYLICS**

UNITED STATES	RE001125-005	2/20/2003	76/496,118	1/13/2004	2,804,605	REGISTERED		17
	1/13/2010	AFFIDAVIT OF USE						

**AVONITE**

BENELUX	RE001151-002	3/15/1989	66.574	4/2/1990	464.770	REGISTERED*		06,19,20
	3/15/2009	RENEWAL						
CANADA	RE001151-001	3/21/1988	603,275	6/30/1989	TMA357,697	REGISTERED		17,20
	6/30/2019	RENEWAL						
CHINA	RE001151-015	3/11/2005	4535097			PENDING		17
	10/11/2008	STATUS CHECK						

DENMARK	RE001151-003	3/30/1989	02.215/89	9/7/1990	05.924-1990	REGISTERED*	11,19,20
	<i>9/7/2010</i>	<i>RENEWAL</i>					
EUROPEAN UNION(CTM)	RE001151-018	3/28/2006	4982526	8/28/2007	4982526	REGISTERED	11,19
	<i>8/28/2012</i>	<i>PROOF OF USE</i>					
FRANCE	RE001151-004	2/16/1989	111,014	2/16/1989	1,514,845	REGISTERED	19,20
	<i>2/16/2009</i>	<i>RENEWAL</i>					
GERMANY	RE001151-005	3/10/1989	A46023/19WZ	8/1/1990	1,161,847	REGISTERED	11,19
	<i>3/10/2009</i>	<i>RENEWAL</i>					
GREECE	RE001151-007	4/24/1989	93447	5/25/1999	2566	REGISTERED	11,19
	<i>4/24/2009</i>	<i>RENEWAL</i>					
IRELAND	RE001151-008	3/13/1996	132,145	3/13/1996	132,145	REGISTERED*	19
	<i>3/12/2010</i>	<i>RENEWAL</i>					
ITALY	RE001151-009	3/20/1989	38918C/89	5/6/1992	872096	REGISTERED*	11,17
	<i>3/20/2009</i>	<i>RENEWAL</i>					

MALAYSIA	RE001151-019	1/19/2007	07001074				PENDING	17
	7/19/2008	STATUS CHECK						
PORTUGAL	RE001151-013	3/31/1989	254,484	8/18/1992	254,484		REGISTERED*	17
	8/18/2012	RENEWAL						
SOUTH KOREA	RE001151-010	5/29/1989	89-13315	4/17/1990	190470		REGISTERED*	33
	6/24/2008	STATUS CHECK						
SOUTH KOREA	RE001151-011	5/29/1989	89-13314	8/22/1990	198653		REGISTERED*	26
	6/24/2008	STATUS CHECK						
SOUTH KOREA	RE001151-012	5/29/1989	89-13313	5/15/1990	191644		REGISTERED*	18
	6/24/2008	STATUS CHECK						
SPAIN	RE001151-014	4/7/1989	1,314,049	6/5/1991	1,314,049		REGISTERED*	19
	6/5/2011	RENEWAL						
	6/5/2011	TAX						
UNITED KINGDOM	RE001151-006	6/13/1987	1,312,921	6/13/1987	1,312,921		REGISTERED	17
	6/13/2008	RENEWAL						

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UNITED STATES	RE001141-000	11/7/1990	74/113,586	2/16/1993	1,753,241	REGISTERED	20
	2/16/2013	RENEWAL					
UNITED STATES	RE001151-000	9/14/1993	74/437,267	7/19/1994	1,845,601	REGISTERED	17
	7/19/2014	RENEWAL					
VIETNAM	RE001151-022	2/13/2007	4-2007-03050			PENDING	17
	8/13/2008	STATUS CHECK					
<b>AVONITE in Class 11</b>							
THAILAND	RE001151-021	2/20/2007	653766			PENDING	11
	8/20/2008	STATUS CHECK					
<b>AVONITE in Class 17</b>							
SINGAPORE	RE001151-020	2/7/2007	T07/02588G	11/9/2007	T07/02588G	REGISTERED	17
	11/9/2012	PROOF OF USE					
<b>AVONITE in Class 19</b>							
THAILAND	RE001151-023	2/20/2007	653767			PENDING	19
	4/20/2008	STATUS CHECK					
<b>AVONITE in Class 20</b>							
THAILAND	RE001151-024	2/20/2007	653768	2/20/2007	Kor274114	REGISTERED	20
	2/19/2017	RENEWAL					

**AVONITE in Classes 11, 19, 20**

SINGAPORE RE001151-025 10/16/2007 T07/20406D PENDING 20,11,19

4/16/2009 STATUS CHECK

**AVONITE SURFACES**

AUSTRALIA RE001424-003 2/2/2004 987041 2/2/2004 987041 REGISTERED 17

2/2/2014 RENEWAL

JAPAN RE001424-002 2/4/2004 2004-9336 3/25/2005 4851223 REGISTERED 17

3/25/2008 PROOF OF USE

UNITED STATES RE001424-000 1/20/2004 78/354.415 7/12/2005 2,968,711 REGISTERED 19

7/12/2010 NOTIFY CLIENT OF INCONTESTABILITY

**Chinese translation of AVONITE**

CHINA RE001473-000 3/11/2005 4535096 PENDING

10/11/2008 STATUS CHECK

**Chinese translation of AVONITE SURFACES**

CHINA RE001472-000 3/11/2005 4535094 PENDING

10/11/2008 STATUS CHECK

**CRYSTELLE**

UNITED STATES RE001150-000 7/18/1990 74/079,483 3/2/1993 1,756,138 REGISTERED 17

3/2/2013 RENEWAL

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**CRYSTELLE (AND DESIGN)**

UNITED STATES RE001149-000 7/18/1990 74/079,519 3/9/1993 1,757,643 REGISTERED 17

3/9/2013 RENEWAL

**FORMSTONE**

UNITED STATES RE001140-000 2/6/1990 74/026,064 10/8/1991 1,660,375 REGISTERED 19

10/8/2011 RENEWAL

**FOUNDATIONS**

AUSTRALIA RE001425-003 2/2/2004 987040 2/2/2004 987040 REGISTERED 17

2/2/2014 RENEWAL

JAPAN RE001425-002 2/4/2004 2004-9338 3/25/20054851224 REGISTERED 17

3/25/2008 PROOF OF USE

**HYRIZON**

UNITED STATES RE001155-000 12/3/1992 74/336,437 6/21/1994 1,841,120 REGISTERED 01

6/21/2014 RENEWAL

**METALESCENT (& Design)**

UNITED STATES RE001283-000 2/8/2002 76/368,703 6/10/2003 2,725,738 REGISTERED 017

6/10/2009 AFFIDAVIT OF USE

**MISCELLANEOUS DESIGN**

UNITED STATES RE001126-004 7/24/2001 76/289,364 7/15/2003 2/738,211 REGISTERED

7/15/2009 AFFIDAVIT OF USE

**QUALITY THAT COMES TO THE SURFACE**

UNITED STATES RE001165-000 7/3/1997 75/329,593 4/9/2002 2,559,066 REGISTERED 17

4/9/2012 RENEWAL

**QUARITE**

AUSTRALIA RE001129-002 8/1/2005 1067609 8/1/2005 1067609 REGISTERED 19

8/1/2015 RENEWAL

CANADA RE001129-004 7/29/2005 1,266,754 7/7/2006 667,083 REGISTERED 19

7/7/2009 PROOF OF USE

CHINA RE001129-003 8/1/2005 4810532 PENDING 19

5/1/2008 STATUS CHECK

EUROPEAN UNION (CTM) RE001129-001 6/11/1996 000310599 6/11/1996 000310599 REGISTERED 17,19

6/11/2016 RENEWAL

JAPAN RE001129-005 8/10/2005 2005-74718 1/19/2007 5019062 REGISTERED 19

1/19/2017 RENEWAL

UNITED STATES RE001129-000 8/12/1993 74/423,636 7/12/1994 1,844,448 REGISTERED 19

7/12/2014 RENEWAL

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**QUARITE PLUS**

UNITED STATES RE001130-000 11/19/1993 74/460,509 12/20/1994 1,868,285 REGISTERED 17  
12/20/2014 RENEWAL

**QUARITE SELECT**

UNITED STATES RE001236-000 1/2/2001 76/188,385 9/2/2003 2,759,531 REGISTERED 017  
9/2/2009 AFFIDAVIT OF USE

EUROPEAN UNION (CTM) RE001236-001 6/27/2001 002289239 4/8/2003 002289239 REGISTERED 17,19  
6/27/2011 RENEWAL

**QUARITE SELECT PLUS**

UNITED STATES RE001237-000 1/2/2001 76/188,662 9/16/2003 2,764,882 REGISTERED 017  
9/16/2009 AFFIDAVIT OF USE

EUROPEAN UNION (CTM) RE001237-001 6/27/2001 002289288 1/15/2003 002289288 REGISTERED 17,19  
6/27/2011 RENEWAL

**SOLARCAST**

UNITED STATES RE001454-000 11/18/2004 78/519,605 8/29/2006 3,136,971 REGISTERED  
8/29/2011 NOTIFY. CLIENT OF INCONTESTABILITY

**SPECTRAPAK**

UNITED STATES RE001163-000 5/18/1987 73/661,320 4/19/1988 1,484,878 REGISTERED 01



4/19/2018

RENEWAL

**STUDIO COLLECTION**

AUSTRALIA RE001426-003 2/2/2004 987043 2/2/2004 987043 REGISTERED 17

2/2/2014 RENEWAL

JAPAN RE001426-002 2/4/2004 2004-9341 3/25/2005 4851225 REGISTERED 17

3/25/2008 PROOF OF USE