

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARCLIN CANADA LTD.		05/29/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, STAMFORD BRANCH, as Collateral Agent		
<b>Street Address:</b>	677 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	BANK:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77401503	ARCLIN	
<b>Serial Number:</b>	77427375	PERFORMANCE APPLIED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	038266-0054		
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona		
<b>Signature:</b>	/kja/		
<b>Date:</b>	06/04/2008		

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**Total Attachments: 5**

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## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of May 29, 2008 (this "Trademark Security Agreement"), by ARCLIN CANADA LTD. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Pledge Agreement of even date herewith (the "Second Lien Pledge Agreement") in favor of the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Pledge Agreement and used herein have the meaning given to them in the Second Lien Pledge Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

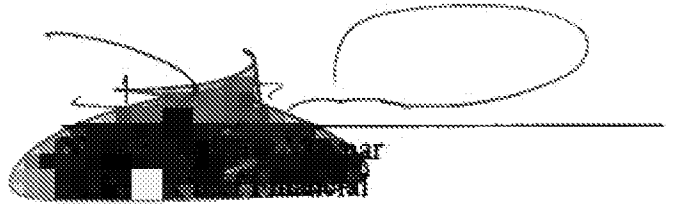
SECTION 3. Second Lien Pledge Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Pledge Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Pledge Agreement, the provisions of the Second Lien Pledge Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Second Lien Pledge Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]



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

Very truly yours,

ARCLIN CANADA LTD.

By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:

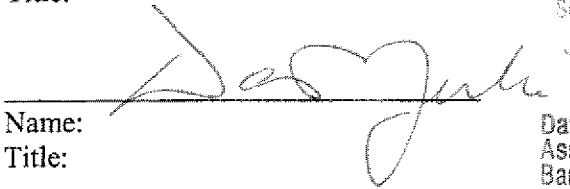


Name:

Title:

Mary E. Evans  
Associate Director  
Banking Products  
Services, US

By:



Name:

Title:

David B. Julie  
Associate Director  
Banking Products  
Services, US

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

None.

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
Arclin Canada Ltd.	77401503	ARCLIN
Arclin Canada Ltd.	77427375	PERFORMANCE APPLIED
Arclin Canada Ltd.	77409711	GREEN SIGMA
Arclin Canada Ltd.	77463284	E-GEN