

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
AOC, LLC		06/05/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2625477	ALTEK
Registration Number:	2066171	AOC
Registration Number:	2824930	AOCPORT
Registration Number:	1553386	ATRYL
Registration Number:	1447028	CHROMA-TEK
Registration Number:	2441299	FIREPEL
Registration Number:	3291864	HYDROPEL
Registration Number:	1572710	HYDROPEL
Registration Number:	2920056	HYDROPRO
Registration Number:	2571815	PULTRU
Registration Number:	2670289	RESIN.NOW
Registration Number:	1618223	VIBRIN
Registration Number:	1742046	VIBRIN

CH \$415.00 2625477

900135644

**TRADEMARK
 REEL: 003999 FRAME: 0842**

Registration Number:	2234962	VICAST
Registration Number:	3158190	VICAST
Registration Number:	2461679	VIPEL

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-523-5300
Email: sls@phrd.com
Correspondent Name: Steven L. Schaaf, Paralegal
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689.60
NAME OF SUBMITTER:	Kathleen O. Currey
Signature:	/KOC/
Date:	06/05/2009

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 5th day of June, 2009, by and between **AOC, LLC**, a Delaware limited liability company, having its principal place of business at 950 Highway 57 East, Collierville, Tennessee 38017 (the "Company"), and **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as collateral and administrative agent for itself and Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent").

Recitals:

The Company desires to obtain loans and other financial accommodations from Agent and certain financial institutions ("Lenders") that are parties from time to time to that certain Loan and Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), among the Company, Agent, Lenders, and certain other parties designated as "Guarantors" thereunder.

Agent and Lenders are willing to make loans and other financial accommodations to the Company from time to time pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Agent, for the benefit of itself, Lenders and the other Secured Parties, as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, assigns and pledges to Agent, for the benefit of itself, Lenders and the other Secured Parties, a continuing security interest in and Lien upon all of the following property of the Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Secured Parties that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon the filing of a UCC-1 financing statement with the Secretary of State for the State of Delaware describing the Trademark Collateral or "all assets" or "all personal property" of the Company or words of similar import and the filing of this Agreement in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in the United States Patent and Trademark Office and in the Canadian Intellectual Property Office and that is listed on Exhibit A attached hereto, enforceable against the Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, except Permitted Liens.

4. Until Full Payment of the Obligations, the Company covenants and agrees with Secured Parties that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by the Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby grants to Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the visitation, audit, and inspection rights with respect to the Company and the Collateral as set forth in the Loan Agreement.

6. Until Full Payment of the Obligations, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Company in the regular and ordinary course of the Company's business as presently conducted, and shall not become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement.

7. If, before Full Payment of the Obligations, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent notice thereof in the Compliance Certificate furnished by the Company to Agent and Lenders pursuant to Section 10.1.2 of the Loan Agreement; provided that, the Company shall promptly notify Agent in writing if the Company obtains any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, in each instance, with a value of \$250,000 or more.

8. Until Full Payment of the Obligations, the Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each Guarantor of the Obligations (to the extent of its Guaranty) shall remain jointly and severally liable therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent, as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

12. The Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. The Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to the Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless the Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including, without limitation, bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.

14. If the Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Agent or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Party, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. The Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or electronic mail shall be deemed to be an original signature hereto.

23. **To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank.]

as of 7/21
WITNESS the execution hereof under seal on the day and year first above written.

AOC, LLC
("Company")

By: *FS Norman*
Name: Frederick S. Norman
Title: Executive Vice President

Accepted:

BANK OF AMERICA, N.A., as Agent
("Agent")

By: _____
Name: _____
Title: _____

WITNESS the execution hereof under seal as of the day and year first above written.

AOC, LLC
("Company")

By: _____
Name: _____
Title: _____

Accepted:

BANK OF AMERICA, N.A., as Agent
("Agent")

By: *Seth Bensfield*
Name: Seth Bensfield
Title: Senior Vice President

EXHIBIT A

United States Trademarks

<u>Trademark Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALTEK	2,625,477	24-Sep-2002
AOC (AND DESIGN)	2,066,171	03-Jun-1997
AOCPORT	2,824,930	23-Mar-2004
ATRYL	1,553,386	29-Aug-1989
CHROMA-TEK	1,447,028	14-Jul-1987
FIREPEL	2,441,299	03-Apr-2001
HYDROPEL	3,291,864	11-Sep-2007
HYDROPEL	1,572,710	26-Dec-1989
HYDROPRO	2,920,056	18-Jan-2005
PULTRU	2,571,815	21-May-2002
RESIN.NOW	2,670,289	31-Dec-2002
VIBRIN	1,618,223	23-Oct-1990
VIBRIN	1,742,046	22-Dec-1992
VICAST	2,234,962	23-Mar-1999
VICAST	3,158,190	17-Oct-2006
VIPEL	2,461,679	19-Jun-2001

United States Trademark Applications

NONE

[Remainder of page intentionally left blank.]

Foreign Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	ALTEK	608,631	27-Apr-2004
Canada	AOC	619,971	17-Sep-2004
Canada	ATRYL	575,096	05-Feb-2003
Canada	CHROMA-TEK	589,181	09-Sep-2003
Canada	FIREPEL	573,588	14-Jan-2003
Canada	HYDROPEL	588,364	27-Aug-2003
Canada	PULTRU	572,186	12-Dec-2002
Canada	ULTRYL	572,205	12-Dec-2002
Canada	VIBRIN	100,759	03-Jun-1955
Canada	VIBRIN	361,697	27-Oct-1989
Canada	VICAST	544,360	01-May-2001
Canada	VICAST	673,855	29-Sep-2006
Canada	VIPEL	570,222	05-Nov-2002
China	AOC	4157411	07-May-2007
China	AOC	4158410	07-May-2007
China	ATRYL	4158407	07-May-2007
China	ATRYL TCA	4158414	07-May-2007
China	ATRYL TCA	4158413	07-May-2007
China	VIPEL	4158409	07-May-2007
European Community	AOC (STYLIZED)	3002375	30-Jun-2004
European Community	HYDROPEL	3055118	21-Dec-2004
European Community	VICAST	2993533	18-Nov-2004
Mexico	VICAST	669,249	29-Aug-2000
Mexico	VIPEL	944,224	25-Jul-2006
Australia	VIPEL	10879802	08-Dec-2005
Brazil	VIPEL	828019762	01-Apr-2008
India	VIPEL	677201	21-Feb-2008
Malaysia	VIPEL	5020747	19-Oct-2007
Phillipines	VIPEL	4-2005-102293	26-May-2007
Singapore	VIPEL	T05/25125A	08-Dec-2005
Thailand	VIPEL	251674	03-Jan-2007
United Kingdom	HYDROPEL	2254182	18-May-2001

Foreign Trademark Applications

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>
China	ATRYL	4158412	07-Jul-2004
China	VIPEL	4158408	07-Jul-2004
Brazil	AOC	829396152	03-Oct-2007
India	AOC	1686658	03-May-2008
Vietnam	VIPEL	4-2005-16199	30-Nov-2005
Mexico	AOC (stylized)	960126	09-Sept-2008
Mexico	AOC (stylized)	960128	09-Sept-2008
Mexico	AOC Mexicana	960127	09-Sept-2008
Mexico	AOC Mexicana	960129	09-Sept-2008
Mexico	ATRYL	967085	10-Oct-2008
Mexico	ATRYL TCA	967086	10-Oct-2008
Mexico	PULTRU	967087	10-Oct-2008

EXHIBIT B

Certificate

The undersigned officer of AOC, LLC, a Delaware limited liability company (the "Company"), DOES HEREBY CERTIFY to Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent ("Agent") for itself and certain other financial institutions ("Secured Parties") that are parties from time to time to that certain Loan and Security Agreement dated as of June __, 2009, among Agent, Secured Parties, the Company, and certain entities designated therein as "Guarantors," that the quality of the products associated with the Trademarks listed on Exhibit A of that certain Trademark Security Agreement dated as of June __, 2009, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this __ day of _____, 20__.

AOC, LLC

By: _____
Name: _____
Title: _____