

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCLIN U.S.A. INC.		07/29/2009	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	BANK:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1478176	CHEMBOND	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038266-0134		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	07/29/2009		

OP \$40.00 1478176

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 29, 2009 (this "Trademark Security Agreement"), is by ARCLIN SURFACES INC. and ARCLIN U.S.A. INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), as debtors and debtors-in-possession, in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the DIP Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement dated as of July 29, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the DIP Credit Agreement, the Pledgors hereby agree with the Collateral 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. Each 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.

SECTION 3. Security 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 Security Agreement and Pledgors hereby acknowledge and affirm 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 Security 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

Security Agreement, the provisions of the Security 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 Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors 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, each 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 U.S.A. INC.
ARCLIN SURFACES INC.

By: 

Name: D. Scott Maynard
Title: Secretary and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature page to U.S. Trademark Security Agreement

IN WITNESS WHEREOF, each 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 U.S.A. INC.
ARCLIN SURFACES INC.

By: _____
Name: D. Scott Maynard
Title: Secretary and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: May E. Erene
Name: May E. Erene
Title: Associate Director
Banking Products
Services, US

By: Marie A. Haddad
Name: Marie A. Haddad
Title: Associate Director
Banking Products
Services, US

Signature page to U.S. Trademark Security Agreement

TRADEMARK
REEL: 004034 FRAME: 0296

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

(A) United States Trademarks

(1) Registrations

Owner	Registration Number	Trademark
Arclin Surfaces Inc.	2,010,599	CROSSCUT ADVANTAGE
	766,584	CREZON
Arclin U.S.A. Inc.	1,478,176	CHEMBOND

(2) Applications

None.

(B) Other Trademarks

(1) Registrations

Owner	Registration Number	Country	Trademark
Arclin Surfaces Inc.	TMA297953	Canada	CREZON II
	TMA101522	Canada	CREZON & design

(2) Applications

None.