

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 CANADA LTD.		07/29/2009	CORPORATION: CANADA
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3625412	ARCLIN	
Registration Number:	3625515	PERFORMANCE APPLIED	
Serial Number:	77463284	E-GEN	
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/		

OP \$90.00 3625412

Date:

07/29/2009

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 CANADA, LTD., a corporation incorporated under the laws of Ontario (the "Pledgor"), as a debtor company, in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Pledge Agreement dated as of July 29, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

- (a) Trademarks of the 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. 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 Pledge Agreement and the 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 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

Pledge Agreement, the provisions of the 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 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: 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 Trademark Security Agreement (Canada)

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: D. Scott Maynard
Title: Secretary and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: May E Co
Name: _____
Title: _____
May E. Co
Associate Director
Banking Products
US

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

Signature page to Trademark Security Agreement (Canada)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

(A) United States Trademarks

(1) Registrations

Owner	Registration Number	Trademark
Arclin Canada Ltd.	3,625,412 (application 77/401,503)	ARCLIN
	3,625,515 (application 77/427,375)	PERFORMANCE APPLIED

(2) Applications

Owner	Serial Number	Trademark
Arclin Canada Ltd.	77/409,711	GREEN SIGMA
	77/463,284	E-GEN

(B) Other Trademarks

(1) Registrations

Owner	Registration Number	Country	Trademark
Arclin Canada Ltd.	1049028	Mexico	E-GEN

(2) Applications

Owner	Application Number	Country	Trademark
Arclin Canada Ltd.	1,360,561	Canada	ARCLIN
	1,366,874	Canada	PERFORMANCE APPLIED
	1,366,876	Canada	GREEN SIGMA
	1,378,076	Canada	E-GEN
	915360	Mexico	ARCLIN
	925066	Mexico	PERFORMANCE APPLIED
	925067	Mexico	GREEN SIGMA