

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ARCLIN SURFACES INC. | | 01/15/2010 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | BLACK DIAMOND COMMERCIAL FINANCE, L.L.C. | | |
| Street Address: | 100 Field Drive | | |
| City: | Lake Forest | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60045-2580 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2010599 | CROSSCUT ADVANTAGE | |
| Registration Number: | 0766584 | CREZON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)969-5100 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2149694864 | | |
| Email: | mmcmullen@jonesday.com | | |
| Correspondent Name: | Michelle McMullen, Jones Day | | |
| Address Line 1: | 2727 North Harwood Street | | |
| Address Line 4: | Dallas, TEXAS 75201-1515 | | |
| ATTORNEY DOCKET NUMBER: | 739326605011 | | |
| NAME OF SUBMITTER: | Michelle McMullen | | |
| Signature: | /michelle mcmullen/ | | |
| Date: | 01/19/2010 | | |

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Total Attachments: 6

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Priority Representative (as defined in the Intercreditor Agreement (defined below)) pursuant to this Agreement and the exercise of any right or remedy by the Second Priority Representative (as defined in the Intercreditor Agreement (defined below)) hereunder with respect to the collateral herein referenced are subject to the provisions of the Intercreditor Agreement, dated as of January 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Bank of America, N.A., as First Lien Administrative Agent, Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, and the U.S. Loan Parties referred to therein. As among the First Priority Secured Parties (as defined in the Intercreditor Agreement) and the Second Priority Secured Parties (as defined in the Intercreditor Agreement), in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of January 15, 2010, is made by each of the undersigned “Grantors” (each, a “Grantor” and, collectively, the “Grantors”) in favor of Black Diamond Commercial Finance, L.L.C., as collateral agent (in such capacity, and including its successors and assigns in such capacity, the “Second Lien Agent”).

WHEREAS, the Grantors have entered into the Credit and Guarantee Agreement, dated as of January 15, 2010 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Arclin US Holdings Inc., a Delaware corporation (the “Borrower”), and the US Subsidiaries of Arclin Lux Holdings S.à r.l., a Luxembourg private limited liability company, from time to time party thereto as Guarantors, the financial institutions party thereto from time to time (the “Lenders”) and Black Diamond Commercial Finance, L.L.C., as administrative agent for the Lenders and as collateral agent for the Secured Parties (as defined therein); and

WHEREAS, the Grantors have entered into the Security Agreement, dated as of January 15, 2010 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), among the Grantors and the Second Lien Agent, pursuant to which the Grantors granted liens in substantially all of their assets to the Second Lien Agent for the benefit of the Secured Parties (the “Second Lien Secured Parties”).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance of such Grantor's Obligations, each Grantor, pursuant to the Second Lien Security Agreement, hereby grants to the Second Lien Agent for the benefit of the Second Lien Secured Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in and to the following (the "Trademark Collateral"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such trademark under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the Second Lien Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Agent pursuant to the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Security Agreement, the terms of the Second Lien Security Agreement, shall govern.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as First Lien Administrative Agent (the "First Lien Administrative Agent"), Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, and the U.S. Loan Parties referred to therein. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement

shall govern and control. Any reference in this Agreement to the priority of any Lien granted to the Collateral Agent or any other Secured Party in describing the security interests created under the Security Documents shall be understood to refer to such priority subject to the claims and first priority Lien of the First Lien Administrative Agent and the other Exit Facility Secured Parties securing the Exit Facility Obligations. To the extent that delivery of any item is required hereunder to be made to the Second Lien Agent but, pursuant to the Exit Facility Documents or the Intercreditor Agreement, such item is required to be delivered to the First Lien Administrative Agent, delivery to the First Lien Administrative Agent in accordance with the terms of the Exit Facility Documents or the Intercreditor Agreement, as applicable, shall be deemed to satisfy the requirement that such item be delivered to the Second Lien Agent pursuant to this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks record this Agreement.


SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles.

[Signature Pages Follow]


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.

ARCLIN SURFACES INC.,
as a Pledgor

By:


Name: D. Scott
Title: SVP Finance

BLACK DIAMOND COMMERCIAL FINANCE,
L.L.C., as Second Lien Agent

By: 
Name: Hugo H. Gravenhorst
Title: Managing Director

*US Trademark Security Agreement
(Second Lien)*

**TRADEMARK
REEL: 004133 FRAME: 0383**

Schedule A

1. United States Trademark registrations and applications

| Trademark | Appl. No. | Appl. Date | Reg. No. | Reg. Date |
|--------------------|------------|------------|----------|------------|
| CROSSCUT ADVANTAGE | 74/534,381 | 6/7/1994 | 2010,599 | 10/22/1996 |
| CREZON | 72/170,177 | 6/3/1963 | 766,584 | 3/17/1964 |

2. Other Trademark registrations and applications

| Trademark | Country | Appl. No. | Appl. Date | Reg. No. | Reg. Date |
|-----------------|---------|-----------|------------|-----------|-----------|
| CREZON II | Canada | 0496878 | 12/31/1982 | TMA297953 | 12/7/1984 |
| CREZON & design | Canada | 0226061 | 7/24/1954 | TMA101522 | 9/30/1955 |