

02-16-2010

RE 2/12/10



103588773

To the Director of the U. S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies):

ARCLIN U.S.A. INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Oregon
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 01/15/2010

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF AMERICA, N.A.

Internal

Address:

Street Address: 135 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603-4105

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Nat'l Association Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

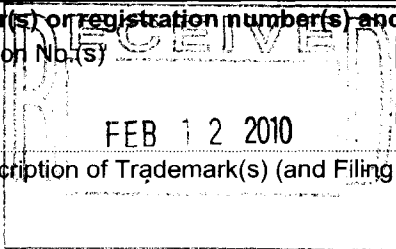
77409711

B. Trademark Registration No.(s)

3625412, 3625515, 2010599, 0766584, 3720648

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):



5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michelle McMullen Jones Day

Internal Address:

Street Address: 2727 North Harwood Street

City: Dallas

State: Texas Zip: 75201-1515

Phone Number: 214-969-4864

Fax Number: 214-969-5100

Email Address: mmcmullen@jonesday.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Michelle McMullen
Signature

February 5, 2010
Date

Michelle McMullen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Record As of 1-15-10

Continuation of 1. Name of conveying party(ies):

Arclin Surfaces Inc., a Wisconsin corporation

Arclin Canada Ltd., an Ontario corporation

TO: MICHELLE MCMULLEN, JONES DAY COMPANY: 2727 NORTH HARWOOD STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1~~01/15/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCLIN U.S.A. INC.		01/15/2010	CORPORATION: OREGON
ARCLIN SURFACES INC.		01/15/2010	CORPORATION: WISCONSIN
ARCLIN CANADA LTD.		01/15/2010	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-4105
Entity Type:	as Agent:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3625412	ARCLIN
Registration Number:	3625515	PERFORMANCE APPLIED
Registration Number:	2010599	CROSSCUT ADVANTAGE
Registration Number:	0788584	CREZON
Serial Number:	77409711	GREEN SIGMA
Registration Number:	3720648	E-GEN

CORRESPONDENCE DATA

Fax Number: (214)969-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2149694864
 Email: mmcullen@jonesday.com
 Correspondent Name: Michelle McMullen, Jones Day
 Address Line 1: 2727 North Harwood Street

CH 3625412
\$165.00

TO:MICHELLE MCMULLEN, JONES DAY COMPANY:2727 NORTH HARWOOD STREET

Address Line 4: Dallas, TEXAS 75201-1515	
ATTORNEY DOCKET NUMBER:	739326605011
NAME OF SUBMITTER:	Michelle McMullen
Signature:	/michelle mcmullen/
Date:	01/15/2010
Total Attachments: 5 source=BOA Trademark Security Agreement#page1.tif source=BOA Trademark Security Agreement#page2.tif source=BOA Trademark Security Agreement#page3.tif source=BOA Trademark Security Agreement#page4.tif source=BOA Trademark Security Agreement#page5.tif	

TO: MICHELLE MCMULLEN, JONES DAY COMPANY: 2727 NORTH HARWOOD STREET

This 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 BANK OF AMERICA, N.A., as collateral agent (in such capacity, and including its successors and assigns in such capacity, the "First Lien Agent").

WHEREAS, the Grantors have entered into the Loan, Security and Guarantee Agreement dated as of January 15 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), with Bank of America, N.A., as administrative agent and First Lien Agent, Arclin U.S.A. Inc. and Arclin Surfaces, Inc., as U.S. borrowers, Arclin Canada Ltd., as Canadian borrower, and the other subsidiaries of Arclin Lux Holdings S.à r.l party thereto from time to time as guarantors, pursuant to which the Grantors granted liens in substantially all of their assets to the First Lien Agent for the benefit of the Secured Parties (as defined therein) (the "First 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 First Lien Credit Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance of such Grantor's Obligations, each Grantor, pursuant to the First Lien Credit Agreement, hereby grants to the First Lien Agent for the benefit of the First 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 First Lien Agent herein are, in each case, granted in furtherance, and not in limitation of,

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TO:MICHELLE MCMULLEN, JONES DAY COMPANY:2727 NORTH HARWOOD STREET

the security interests granted to the First Lien Agent pursuant to the First Lien Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Credit 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 First Lien Credit Agreement, the terms of the First Lien Credit Agreement, shall govern.

SECTION 4. 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 5. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks and the Canadian Intellectual Property Office record this Agreement.

SECTION 6. 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]

TO:MICHELLE MCMULLEN, JONES DAY COMPANY:2727 NORTH HARWOOD STREET

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ARCLIN U.S.A. INC.,
as a Grantor

By: C. D'Ambrosio
Name: Claudio D'Ambrosio
Title: President and Chief Executive
Officer

ARCLIN SURFACES INC.,
as a Grantor

By: C. D'Ambrosio
Name: Claudio D'Ambrosio
Title: President and Chief Executive
Officer

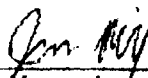
ARCLIN CANADA LTD.,
as a Grantor

By: C. D'Ambrosio
Name: Claudio D'Ambrosio
Title: President and Chief Executive
Officer

[Signature Page to U.S. Trademark Security Agreement]

TO: MICHELLE MCMULLEN, JONES DAY COMPANY: 2727 NORTH HARWOOD STREET

BANK OF AMERICA, N.A. as
First Lien Agent

By: 
Name: Jason Riley
Title: Senior Vice President

[Signature Page to U.S. Trademark Security Agreement]

TO:MICHELLE MCMULLEN, JONES DAY COMPANY:2727 NORTH HARWOOD STREET

Schedule A

1. United States Trademark registrations and applications

Trademark	Reg. No.	App. Date	Reg. No.	Reg. Date
ARCLIN	77/401,503	2/20/2008	3,625,412	5/26/2009
PERFORMANCE APPLIED	77/427,375	3/20/2008	3,625,515	5/26/2009
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
GREEN SIGMA	77/409,711	2/29/2008		
E-GEN	77/463,284	5/1/2008	3,720,648	12/8/2009

2. Other Trademark registrations and applications

Trademark	Country	Reg. No.	App. 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
E-GEN	Mexico	937942	6/2/2008	1049028	6/30/2008
ARCLIN	Canada	1,360,561	8/21/2007		
PERFORMANCE APPLIED	Canada	1,366,874	10/9/2007		
GREEN SIGMA	Canada	1,366,876	10/9/2007		
E-GEN	Canada	1,378,076	12/19/2007		
ARCLIN	Mexico	915360	2/20/2008	1116983	10/14/2009

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