

# 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
Ionbond, LLC		08/20/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	Bleicherweg 72		
Internal Address:	P.O. Box 100		
City:	Zurich		
State/Country:	SWITZERLAND		
Postal Code:	CH-8070		
Entity Type:	JOINT STOCK COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85013712	IONBOND	
Registration Number:	3349423	VANGUARD	
CORRESPONDENCE DATA			
Fax Number:	(212)918-3100		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-918-3000		
Email:	gary.serbin@hoganlovells.com		
Correspondent Name:	Gary Serbin		
Address Line 1:	875 Third Avenue		
Address Line 2:	Hogan Lovells US LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	002387-000001		
DOMESTIC REPRESENTATIVE			

CH \$65.00 85013712

900169993

TRADEMARK  
 REEL: 004265 FRAME: 0288

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gary Serbin

Signature:

/Gary Serbin/

Date:

08/23/2010

**Total Attachments: 7**

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EXECUTION COPY

**PATENT AND TRADEMARK SECURITY AGREEMENT**

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Patent and Trademark Agreement") is made this 20th day of August, 2010, between Ionbond, LLC (the "Grantor") and Credit Suisse AG (the "Lender").

**W I T N E S S E T H:**

WHEREAS, the Grantor is a party to that certain Multicurrency Term and Revolving Facilities Agreement dated 28 May 2004, as amended and restated on 30 November 2004, 27 October 2005 and 16 March 2007, the "Existing Senior Facilities Agreement") entered into among (1) SSCP Coatings S.á R.L., (2) IonBond Inc., as US Borrower, (3) the Borrowers and Guarantors (including the Grantor) as defined therein (each such Borrower and Guarantor, SSCP Coatings S.á R.L., IonBond Inc. and the Grantor being called a "Senior Obligor", and collectively, the "Senior Obligors"), (4) certain Lenders (including the Issuing Lenders) party thereto from time to time (the "Senior Lenders") and (5) Credit Suisse AG, as Facility Agent and Security Agent (in such capacities, the "Facility Agent" and the "Security Agent", respectively);

WHEREAS, the Grantor is also a party to that certain Mezzanine Facility Agreement dated 28 May 2004 as amended and restated on 30 November 2004, 27 October 2005 and 16 March 2007, the "Existing Mezzanine Facility Agreement") entered into among (1) SSCP Coatings S.á R.L., (2) IonBond Inc., as Borrower, (3) the Guarantors (including the Grantor) as defined therein (each such Guarantor, SSCP Coatings S.á R.L., IonBond Inc. and the Grantor being called a "Mezzanine Obligor", and collectively, the "Mezzanine Obligors"), (4) certain Lenders party thereto from time to time (the "Mezzanine Lenders"), (5) Allianz Capital Partners Verwaltungs GmbH (formerly known as Allianz Capital Partners GmbH), as Mezzanine Agent (in such capacity, the "Mezzanine Agent") and Mezzanine Arranger and (6) Credit Suisse AG, as Security Agent;

WHEREAS, pursuant to the Existing Senior Facilities Agreement and the Existing Mezzanine Facility Agreement, the Grantor and the Lender entered into a Security Agreement dated as of November 30, 2004 (as heretofore amended, the "**Existing Security Agreement**"), pursuant to which the Grantor granted a security interest in the Collateral (as defined therein) to secure the payment of all indebtedness, liabilities and obligations then or thereafter due, owing or incurred under the Existing Senior Facilities Agreement and the Existing Mezzanine Facility Agreement and under certain hedging arrangements, as described below;

WHEREAS, the Grantor, the other Senior Obligors, the Senior Lenders, the Facility Agent and the Lender have entered into a Fourth Amendment and Restatement to the Existing Senior Facilities Agreement dated 25 June 2010 (the "**Fourth Senior Amendment and Restatement Agreement**"), pursuant to which the Existing Senior Facilities Agreement was

amended and restated in its entirety (as so amended and restated, and as further hereafter amended and/or restated from time to time, the "Senior Facilities Agreement");

WHEREAS, the Grantor, the other Mezzanine Obligors, the Mezzanine Lenders, the Mezzanine Agent and the Lender have entered into a Fourth Amendment and Restatement to the Existing Mezzanine Facility Agreement dated 25 June 2010 (the "Fourth Mezzanine Amendment and Restatement Agreement"), pursuant to which the Existing Mezzanine Facility Agreement was amended and restated in its entirety (as so amended and restated, and as further hereafter amended and/or restated from time to time, the "Mezzanine Facility Agreement", together with the Senior Facilities Agreement, the "Facilities Agreement");

WHEREAS, pursuant to the Facilities Agreements, the Lender, amongst others, has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and the Lender have entered into an Amended and Restated Security Agreement dated as of August 20, 2010 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Patent and Trademark Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Facilities Agreement, the Grantor hereby agrees with the Lender as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (including by reference to other documents, as applicable).

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the full payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's entire right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired:

(a) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) Each of the patents and patent applications, including their continuations, continuations-in-part, divisions, reexaminations, and reissues which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to

a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(c) All of Grantor's right to the trademarks and trademark registrations listed on Schedule I attached hereto, as the same may be updated hereafter from time to time;

(d) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule II attached hereto, as the same may be updated hereafter from time to time;

(e) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(f) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(g) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(h) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(i) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding anything to the contrary contained herein, this Patent and Trademark Agreement shall not constitute a grant of a security interest in any United States intent-to-use trademark application to the extent that (and solely during the period in which) such grant of a security interest would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes the Lender unilaterally to modify this Patent and Trademark Agreement by amending Schedule I or Schedule II, whichever the case may be, to include any new trademark rights or patent rights of the Grantor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent and Trademark Agreement or amend Schedule I or Schedule II, whichever the case may be, shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I or Schedule II.


5. COUNTERPARTS. This Patent and Trademark Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. THIS PATENT AND TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY PLEDGED COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

[signature page follows]

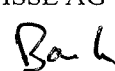
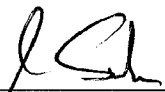
IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IONBOND, LLC  
as Grantor

By:   
Name: CAMERON SAVAGE  
Title: AUTHORIZED SIGNATORY

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE AG

By: <u></u>	<u></u>
Name: <u>Claudio Borta</u>	<u>Christian Suku</u>
Title: <u>DIRECTOR</u>	<u>Vice President</u>

**SCHEDULE I**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

Trademarks			
Trademark	Trademark Number	Jurisdiction	Owner
Ionbond	Ser. No. 85013712	U.S.	Ionbond, LLC
VANGUARD	Reg. No. 3,349,423	U.S.	Ionbond, LLC



**SCHEDULE II**

**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

Patents		
Patent Number	Title	Owner
6,991,219	Article Having a Hard Lubricious Coating	Ionbond, LLC