

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
Emerald Performance Materials, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
Emerald Polymer Additives, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
Emerald Hilton Davis, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
Emerald Kalama Chemical, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
Emerald Foam Control, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
Emerald Carolina Chemical, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
Emerald Specialty Polymers, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
EPM Emerald (Canada), Inc.		12/16/2010	CORPORATION: DELAWARE
CVC Specialty Chemicals Inc.		12/16/2010	CORPORATION: NEW JERSEY
EPM Polymer Additives Holding Corp.		12/16/2010	CORPORATION: DELAWARE
EPM Hilton Davis Holding Corp.		12/16/2010	CORPORATION: DELAWARE
EPM Kalama Chemical Holding Corp.		12/16/2010	CORPORATION: DELAWARE
EPM Foam Control Holding Corp.		12/16/2010	CORPORATION: DELAWARE
EPM Carolina Chemical Holding Corp.		12/16/2010	CORPORATION: DELAWARE
EPM Specialty Polymers Holding Corp.		12/16/2010	CORPORATION: DELAWARE
Emerald Kalama Holdings, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
EPM CVC Group Holdings, Inc.		12/16/2010	CORPORATION: DELAWARE
Emerald Latin America Holdings, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

900179009

TRADEMARK
 REEL: 004435 FRAME: 0299

CH \$65.00 77739992

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
Internal Address:	22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77739992	KALAMA
Serial Number:	77799839	LILIENCE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2494
Email: watt.wanapha@srz.com
Correspondent Name: W. Wanapha c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1017
NAME OF SUBMITTER:	Watt Wanapha (014951-1017)
Signature:	/kc for ww/
Date:	12/16/2010

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of December, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity "Collateral Agent").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Amended and Restated Financing Agreement, dated as of May 22, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits schedules thereto, the "Financing Agreement"), among EMERALD PERFORMANCE MATERIALS, LLC, a Delaware limited liability company (the "Parent"), EMERALD POLYMER ADDITIVES, LLC, a Delaware limited liability company ("Emerald PA"), EMERALD HILTON DAVIS, LLC, a Delaware limited liability company ("Emerald HD"), EMERALD KALAMA CHEMICAL, LLC, a Delaware limited liability company ("Emerald Kalama"), EMERALD FOAM CONTROL, LLC, a Delaware limited liability company ("Emerald Foam"), EMERALD CAROLINA CHEMICAL, LLC, a Delaware limited liability company ("Emerald Carolina"), EMERALD SPECIALTY POLYMERS, LLC, a Delaware limited liability company ("Emerald SP"), EPM EMERALD (CANADA), INC., a Delaware corporation ("Emerald Canada"), CVC SPECIALTY CHEMICALS, INC., a New Jersey corporation ("CVC Specialty," and together with the Parent, Emerald PA, Emerald HD, Emerald Kalama, Emerald Foam, Emerald Carolina, Emerald SP, and Emerald Canada, individually and collectively, jointly and severally, the "Borrower"), each Person listed as a "Guarantor" on the signature pages thereto (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders, from time to time, party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and ALLY COMMERCIAL FINANCE LLC (formerly known as GMAC Commercial Finance LLC), a Delaware limited liability company ("ALLY"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof,

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

DOC ID-15129367.2

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security 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. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by any Agent include estimates honestly made by such Agent (in the case of quantitative determinations) and beliefs honestly held by such Agent (in the case of qualitative determinations). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

EMERALD PERFORMANCE MATERIALS, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and Treasurer

EMERALD POLYMER ADDITIVES, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: CFO and Treasurer

EMERALD HILTON DAVIS, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: CFO and Treasurer

EMERALD KALAMA CHEMICAL, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: CFO and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

EMERALD FOAM CONTROL, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: CFO and Treasurer

EMERALD CAROLINA CHEMICAL, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: CFO and Treasurer

EMERALD SPECIALTY POLYMERS, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: CFO and Treasurer

EPM EMERALD (CANADA), INC.,
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

CVC SPECIALTY CHEMICALS INC.,
a New Jersey corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: CFO and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**EPM POLYMER ADDITIVES HOLDING
CORP.,**
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

EPM HILTON DAVIS HOLDING CORP.,
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

**EPM KALAMA CHEMICAL HOLDING
CORP.,**
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

EPM FOAM CONTROL HOLDING CORP.,
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**EPM CAROLINA CHEMICAL HOLDING
CORP.,**
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

**EPM SPECIALTY POLYMERS HOLDING
CORP.,**
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

EMERALD KALAMA HOLDINGS, LLC,
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

EPM CVC GROUP HOLDINGS, INC.,
a Delaware corporation

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

**EMERALD LATIN AMERICA HOLDINGS,
LLC,**
a Delaware limited liability company

By: Candace M. Wagner
Name: Candace M. Wagner
Title: President, CFO and
Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark	Country	App. No./Filing Date	Reg. No./Reg. Date
Emerald Hilton Davis, LLC	BLACK SHIELD (COMMON LAW)	United States of America		
Emerald Hilton Davis	ULTRAJET (Common law)	Emerald Hilton Davis		
Emerald Hilton Davis	VANTAGE (Common law)	Emerald Hilton Davis		
Emerald Specialty Polymers, LLC (Nitrile)	NYCHEM (COMMON LAW)	United States of America		
Emerald Specialty Polymers, LLC (RLP Product Line – CTS Division)	HYPRO (COMMON LAW)	United States of America		
CVC Specialty Chemicals, Inc (CTS Division)	EPALLOY (COMMON LAW)	United States of America		
CVC Specialty Chemicals, Inc (CTS Division)	ERISYS (COMMON LAW)	United States of America		
CVC Specialty Chemicals, Inc (CTS Division)	OMICURE (COMMON LAW)	United States of America		
CVC Specialty Chemicals, Inc (CTS Division)	HYPOX (COMMON LAW)	United States of America		
Emerald Foam Control, LLC	FOAM BLAST	Brazil	830094660 3/19/2009	Pending
Emerald Kalama Chemical, LLC	KALAMA	United States of America	77/739992 5/19/2009	Registered 3,887,652 11/16/2010
Emerald Kalama Chemical, LLC	KALAMA	Brazil	830256580 5/29/2009	Pending
Emerald Kalama Chemical, LLC	KALAMA	China (Peoples Republic)	ZC7560777SL 7/22/2009	Pending
Emerald Kalama Chemical, LLC	KALAMA	Europe (CTM)	//CTM008322968 //5/27/2009	008322968 12/24/2009

Emerald Kalama Chemical, LLC	KALAMA	Singapore	T0905617H 5/21/2009	T0905617H 5/21/2009
Emerald Kalama Chemical, LLC	LILIENCE	United States of America	77/799839 8/7/2009	Registered 3,855,601 10/5/2010
Emerald Kalama Chemical, LLC	LILIENCE	Brazil	830325301 8/12/2009	Pending
Emerald Kalama Chemical, LLC	LILIENCE	China (Peoples Republic)	7716075 9/22/2009	Pending
Emerald Kalama Chemical, LLC	LILIENCE	Europe (CTM)	008516544 8/28/2009	008516544 3/8/2010
Emerald Kalama Chemical, LLC	LILIENCE	Singapore	T0908877J 8/12/2009	T0908877J 8/12/2009