

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
<b>CONVEYING PARTY DATA</b>													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Novolyte Performance Materials LLC</td> <td></td> <td>01/31/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Novolyte Performance Materials LLC		01/31/2011	LIMITED LIABILITY COMPANY: DELAWARE					
Name	Formerly	Execution Date	Entity Type										
Novolyte Performance Materials LLC		01/31/2011	LIMITED LIABILITY COMPANY: DELAWARE										
<b>RECEIVING PARTY DATA</b>													
Name:	PNC Bank, National Association												
Street Address:	500 First Avenue												
Internal Address:	Coomercial Loan Service Center/DCC												
City:	Pittsburgh												
State/Country:	PENNSYLVANIA												
Postal Code:	15219												
Entity Type:	National Association: PENNSYLVANIA												
<b>PROPERTY NUMBERS Total: 3</b>													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3257215</td> <td>PHARMAGLYME</td> </tr> <tr> <td>Registration Number:</td> <td>3181555</td> <td>GASSOLV</td> </tr> <tr> <td>Registration Number:</td> <td>3230539</td> <td>AUROSOLVE</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3257215	PHARMAGLYME	Registration Number:	3181555	GASSOLV	Registration Number:	3230539	AUROSOLVE	
Property Type	Number	Word Mark											
Registration Number:	3257215	PHARMAGLYME											
Registration Number:	3181555	GASSOLV											
Registration Number:	3230539	AUROSOLVE											
<b>CORRESPONDENCE DATA</b>													
Fax Number:	(202)408-3141												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	800-927-9801 x2348												
Email:	jpaterso@cscinfo.com												
Correspondent Name:	Corporation Service Company												
Address Line 1:	1090 Vermont Avenue NW, Suite 430												
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005												
ATTORNEY DOCKET NUMBER:	697282												
NAME OF SUBMITTER:	Jean Paterson												

CH \$90.00 3257215

900185771

**TRADEMARK**  
 REEL: 004492 FRAME: 0339

Signature:	/jep/
Date:	03/08/2011
Total Attachments: 9 source=3-8-11 Novolyte Performance-TM#page1.tif source=3-8-11 Novolyte Performance-TM#page2.tif source=3-8-11 Novolyte Performance-TM#page3.tif source=3-8-11 Novolyte Performance-TM#page4.tif source=3-8-11 Novolyte Performance-TM#page5.tif source=3-8-11 Novolyte Performance-TM#page6.tif source=3-8-11 Novolyte Performance-TM#page7.tif source=3-8-11 Novolyte Performance-TM#page8.tif source=3-8-11 Novolyte Performance-TM#page9.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

Novolyte Performance Materials LLC  
8001 East Pleasant Valley Road  
Independence, OH 44131

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) DE

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 01/31/2011

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank, National Association

Internal

Address: Commerical Loan Service Center/DCC

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: \_\_\_\_\_ Zip: 15219

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other NA Citizenship PA

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)

B. Trademark Registration No.(s)

See Schedule 1

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: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 697825

**6. Total number of applications and registrations involved:**

3

**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:**

Signature

3/08/2011

Date

Luis Rodriguez

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 004492 FRAME: 0341**

## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 31st day of January, 2011 by NOVOLYTE PERFORMANCE MATERIALS LLC, a Delaware limited liability company ("Grantor"), in favor of PNC Bank, National Association, in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantor (together with any other Person joined as a borrower from time to time to the Loan Agreement, the "Borrowers" and each individually a "Borrower") has entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its concurrent grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws rules.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NOVOLYTE PERFORMANCE MATERIALS LLC

By: *Richard L. Wentz*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: *Thomas J. Leppke*  
Name: Thomas J. Leppke  
Title: Senior Vice President

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NOVOLYTE PERFORMANCE MATERIALS LLC

By: *Richard L. Watkins*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

TRADEMARK  
REEL: 004492 FRAME: 0345

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE OR FILING DATE	STATUS
Pharmaglyme	3257215	3/13/02	Active
Gassolve	3181555	10/26/06	Active
Aurosolve	3230539	3/20/04	Active

PATENTS

PATENT	COUNTRY	APP. NO.	PATENT NO.	DATED ISSUED	STATUS
Method of Producing Glycol Ethers	U.S.	6730815		5/4/2004	Active
Benzene Phosphinic Acid With Improved Flowability	U.S.	7566807		7/28/2009	Active
Benzene Phosphinic Acid With Improved Flowability	U.S.	7129371		10/31/2006	Active
Purification of Diethylene Glycol Monoethyl Ether	U.S.	6034281		3/7/2000	Active
Process for Preparing Grignard Reagents in Diethylene Glycol Dibutyl	U.S.	5358670		10/25/1994	Active



## POWER OF ATTORNEY

Dated January 31, 2011

NOVOLYTE PERFORMANCE MATERIALS LLC, a Delaware limited liability company ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Agent and Grantor (together with any Person joined thereto as a borrower from time to time, the "Borrowers" and each a "Borrower"), dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"); capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Loan Agreement, following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, (c) to use the Trademarks and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement and Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until, and shall be revoked when, all Obligations have been fully paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

NOVOLYTE PERFORMANCE MATERIALS LLC

By: *Richard R. Wankar*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO POWER OF ATTORNEY]

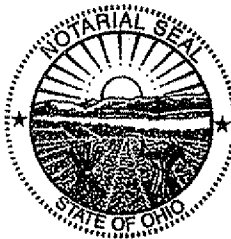
**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Ohio : SS  
COUNTY OF Cuyahoga

On this 28 of January 2011, before me personally appeared Richard Watkins to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Novolyte Performance Materials LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Joan Kennedy  
\_\_\_\_\_  
Notary Public

My Commission Expires



JOAN KENNEDY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
October 5, 2014

[SIGNATURE PAGE TO POWER OF ATTORNEY]