

**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
AURIGA POLYMERS INC.		03/01/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BANGKOK BANK PUBLIC COMPANY LIMITED
Street Address:	333 Silom Road
City:	Bangkok
State/Country:	THAILAND
Postal Code:	10500
Entity Type:	COMPANY: THAILAND

Name:	BANGKOK BANK PUBLIC COMPANY LIMITED, NEW YORK BRANCH
Street Address:	29 Broadway
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Federally Chartered Bank: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3823088	OXYCLEAR
Registration Number:	3420164	POLYCLEAR

**CORRESPONDENCE DATA**

Fax Number: (973)597-2400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 973-597-2500  
 Email: lstrademark@lowenstein.com  
 Correspondent Name: Vanessa A. Ignacio, Esq.

**900186046**

**TRADEMARK**  
**REEL: 004493 FRAME: 0923**

**CH \$65.00 3823088**

Address Line 1: Lowenstein Sandler PC  
Address Line 2: 65 Livingston Avenue  
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER: 23903.4

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Vanessa A. Ignacio, Esq.

Signature: /Vanessa A. Ignacio/

Date: 03/10/2011

Total Attachments: 8

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 1, 2011, between Auriga Polymers Inc. (the “**Grantor**”) and Bangkok Bank Public Company Limited and Bangkok Bank Public Company Limited, New York Branch, collectively as Secured Party (the “**Secured Party**”).

### RECITALS

- (A) Grantor and the Secured Party are parties to a Credit Agreement dated as of February 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is a party to a Security Agreement, dated as of February 24, 2011 in favor of the Secured Party (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Secured Party a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under all of the following property included in the Collateral:

- (a) all Copyrights owned by the Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by the Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by the Grantor, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by the Grantor;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark

License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark.

**SECTION 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a security interest in any of its right, title or interest in any Intellectual Property Collateral if the grant of such security interest would constitute or result in the abandonment of, invalidation of, voiding or rendering unenforceable any of its right, title or interest therein, including any application for registration of a Trademark filed on an intent-to-use basis until such time as a statement of use has been filed and duly accepted by the United States Patent and Trademark Office, or would result in a breach of terms of, or constitute a default or violation of, an agreement related to the Intellectual Property Collateral.

**SECTION 4 Security Agreement**

The Security Interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Security Agreement, the Security Agreement shall control.

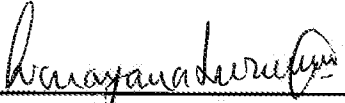
**SECTION 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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**IN WITNESS WHEREOF**, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

**AURIGA POLYMERS INC.**, as Grantor

By 

Name: Subramanian Narayanaswamy

Title: Secretary

Notice Address:

Auriga Polymers Inc.

One Lakepointe Plaza

4235 South Stream Blvd.

Charlotte NC 28217

USA

Attention: Steve Edwards

TRADEMARK

REEL: 004493 FRAME: 0927

**ACCEPTED AND AGREED:**

**BANGKOK BANK PUBLIC COMPANY LIMITED, as Secured Party**

By:                     *Suchada*                      
Name: Mrs Suchada Sukpantavorn  
Title: Senior Vice President

**BANGKOK BANK PUBLIC COMPANY LIMITED,  
NEW YORK BRANCH,**

as Secured Party

By



Name: THITIPONG PRASERTSILP

Title: VICE PRESIDENT AND BRANCH MANAGER

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
COPYRIGHT REGISTRATIONS**

**Copyrights**

<b>Grantor</b>	<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
None			



**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
PATENT REGISTRATIONS**

**Patents**

<b>Grantor</b>	<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
None			

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

**Trademarks**

<b>Grantor</b>	<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
Auriga Polymers Inc.	POLYCLEAR	3420164	29-Apr-2008
Auriga Polymers Inc.	OXYCLEAR	3823088	20-July-2010