

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quest Specialty Chemicals, Inc.		03/22/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856-5201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3209440	QUEST SPECIALTY CHEMICALS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025646-0578		
NAME OF SUBMITTER:	Gayle D. Grocke		
Signature:	/gdg/		
Date:	03/23/2011		

CH \$40.00 3209440

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 22, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

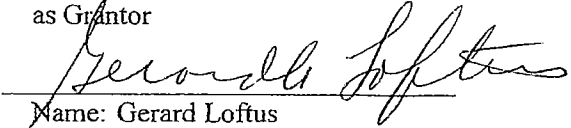
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

QUEST SPECIALTY CHEMICALS, INC.  
as Grantor


By:

  
Name: Gerard Loftus  
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Stephanie Krebs  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004503 FRAME: 0292**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

Issued and Applied for Patents



None.

Issued and Applied for Trademarks

Trademarks Registrations and Applications Owned by Quest Construction Products or Predecessors:

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Construction Products, LLC	ADHERE IT	U.S.	76/233800 3/30/2001	2617403 9/10/2002
Quest Construction Products, LLC	AQUATHON	U.S.	74/103568 10/5/1990	1657927 9/24/1991
Quest Construction Products, LLC	BARRIERGUARD	U.S.	75/279027 4/22/1997	2213876 12/29/1998
Quest Construction Products, LLC	CANYON TONE STAIN	U.S.	73/696193 11/18/1987	1495582 7/12/1988
Quest Construction Products, LLC	CLEARGUARD PLUS	U.S.	77/399712 2/18/2008	3812484 7/6/2010
Quest Construction Products, LLC	DIATHON	U.S.	73/165867 4/11/1978	1116530 4/17/1979
Quest Construction Products, LLC	ELASTALL	U.S.	72/440911 11/13/1972	0989441 7/30/1974
Quest Construction Products, LLC	ELASTRON	U.S.	72/362291 6/10/1970	0920064 9/14/1971
Quest Construction Products, LLC	GRAFFITTI SHIELD	U.S.	77/373452 1/16/2008	3603876 4/7/2009
Quest Construction Products, LLC	HYDRO STOP (Stylized) 	U.S.	76/221130 3/8/2001	2641966 10/29/2002
Quest Construction Products, LLC	IN-WOOD	U.S.	74/240402 1/27/1992	1714874 9/15/1992






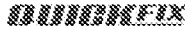







Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Construction Products, LLC	KYMAX and Design 	U.S.	78/930113 7/14/2006	3244725 5/22/2007
Quest Construction Products, LLC	LONGEVITY BY DESIGN	U.S.	76/238695 4/10/2001	2701816 4/1/2003
Quest Construction Products, LLC	MARATHON	U.S.	72/266606 3/13/1967	0864818 2/18/1969
Quest Construction Products, LLC	MONOCRYL	U.S.	72/266604 3/13/1967	0850083 6/4/1968
Quest Construction Products, LLC	PREMIUMCOAT	U.S.	75/279033 4/22/1997	2220027 1/26/1999
Quest Construction Products, LLC	ROOFSHIELD	U.S.	75/047643 1/24/1996	2188717 9/15/1998
Quest Construction Products, LLC	TERRA-THANE	U.S.	73/329642 9/25/1981	1221354 12/28/1982
Quest Construction Products, LLC	UC and Design 	U.S.	76/238696 4/10/2001	2706167 4/15/2003
Quest Construction Products, LLC	UNI-TEX	U.S.	74/330133 11/10/1992	1785097 8/3/1993
United Paint Manufacturing, Inc.	UNITED COATINGS	Canada	0423043 4/3/1978	TMA237160 11/16/1979
Hydro-Stop, Inc.	HYDRO STOP	Puerto Rico		52579 3/31/2003
Hydro-Stop, Inc.	HYDRO STOP	Puerto Rico		52581 10/31/2002
Hydro-Stop, LLC	QUEST CONSTRUCTION PRODUCTS	State of South Carolina		6/29/2009

Trademarks Registrations and Applications Owned by Quest Specialty Chemicals:

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Chemicals, Inc.	QUEST SPECIALTY CHEMICALS	Canada	1143875 6/13/2002	TMA730978 12/16/2008
Quest Specialty Chemicals, Inc.	QUEST SPECIALTY CHEMICALS	U.S.	76/350551 12/14/2001	3209440 2/13/2007

Trademarks Registrations and Applications Owned by Quest Specialty Coatings or Predecessors:

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC	REFINISH SOLUTIONS and Design 	Canada	1467468 1/28/2010	
Quest Specialty Coatings, LLC	ACCUSHADE	U.S.	85/214860 1/11/2011	
Quest Specialty Coatings, LLC	ACCUSHADE	U.S.	78/546249 1/12/2005	3041670 1/10/2006
Quest Specialty Coatings, LLC	AQUALUTION, WATER EVOLVED and Design 	U.S.	85/153343 10/15/2010	
Quest Specialty Coatings, LLC	AUTOGLAS	U.S.	78/544553 1/10/2005	3041623 1/10/2006
Quest Specialty Coatings, LLC	FX SERIES CUSTOM COLORS and Design 	U.S.	78/545662 1/11/2005	3065552 3/7/2006
Quest Specialty Coatings, LLC	MATRIX SYSTEM	U.S.	75/616343 1/6/1999	2340542 4/11/2000
Quest Specialty Coatings, LLC	PRO COLOR (Stylized) 	U.S.	85/106805 8/13/2010	
Quest Specialty Coatings, LLC	PROCOLOR 2 IN ONE (Stylized) 	U.S.	85/189323 12/2/2010	
Quest Specialty Coatings, LLC	QUICKFIX (Stylized) 	U.S.	85/094429 7/28/2010	
Quest Specialty Coatings, LLC	RAABE and Design (Black & white) 	U.S.	85/228968 1/28/2011	
Quest Specialty Coatings, LLC	RAABE and Design (Black & white) 	U.S.	76/207420 9/11/2000	2534109 1/29/2002

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC	RAABE and Design (Color) 	U.S.	76/125642 9/11/2000	2533862 1/29/2002
Quest Specialty Coatings, LLC	REFINISH SOLUTIONS and Design 	U.S.	76/698520 7/20/2009	3753516 3/2/2010
Matrix System Automotive Finishes	QUICKFIX (Stylized) 	U.S.	77/861058 10/30/2009	3855870 10/5/2010

Issued and Applied for Copyrights

None.