

**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
Gayson Silicone Dispersions, Inc.		04/21/2011	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as US Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3333710	GAYSON SDI
Registration Number:	3333711	SILCOCAT
Registration Number:	3333714	SILCOGUM
Registration Number:	3333716	SILCOPAS
Registration Number:	3082550	SILCOSPERSER
Registration Number:	2268030	COLORSPERSER
Registration Number:	3879827	COLORSPERSER
Registration Number:	3879977	GSDI
Registration Number:	3879976	GSDI

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-993-2622  
 Email: gayle.grocke@lw.com  
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

**900190029**

**TRADEMARK**  
**REEL: 004527 FRAME: 0135**

**CH \$240.00 3333710**

Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 025646-0337

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 04/22/2011

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 21, 2011, is between Gayson Silicone Dispersions, Inc., an Ohio corporation ("Grantor"), and General Electric Capital Corporation, a Delaware corporation (the "Grantee"), as agent for the benefit of the "Beneficiaries" (as such term is hereinafter defined).

### WITNESSETH:

**WHEREAS**, Grantor owns certain Trademarks, including, without limitation, the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of itself and the other Beneficiaries a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks as defined in the Security Agreement, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement); and

**WHEREAS**, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1**, or (b) injury to the goodwill associated with any Trademark.

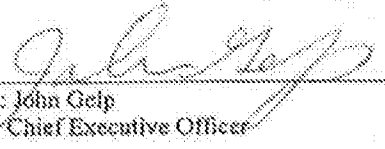
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. To the extent any provisions of this Agreement and the Security Agreement or Credit Agreement conflict, the provisions of the Security Agreement or Credit Agreement will govern.

[Signature Pages Follow]

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

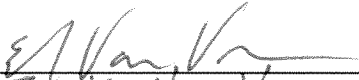
GAYSON SILICONE DISPERSIONS, INC.

By:   
Name: John Gelp  
Title: Chief Executive Officer

*{Signature Page to Trademark Security Agreement}*

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Grantee

By:   
Name: Erik Van Vuren  
Title: Duly Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
GAYSON SDI	3333710	11/13/2007
SILCOCAT	3333711	11/13/2007
SILCOGUM	3333714	11/13/2007
SILCOPAS	3333716	11/13/2007
SILCOSPERSERSE	3082550	04/18/2006
COLORSPERSERSE	2268030	08/10/1999
COLORSPERSERSE	3879827	11/23/2010
GSDI	3879977	11/23/2010
GSDI	3879976	11/23/2010

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>DATE</u>
GAYSON SDI	Hong Kong	300960921	09/24/2007
SILCOCAT	China	5856652	12/21/2009
SILCOGUM	China	5856651	12/21/2009
SILCOGUM	Hong Kong	300960912	09/24/2007
SILCOPAS	China	5856650	12/21/2009
SILCOPAS	Hong Kong	300960930	09/24/2007
SILCOSPERSERSE	China	5856649	12/21/2009

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>DATE</u>
GAYSON	China	5856648	01/19/2007