

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PCCR USA, Inc.		05/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Capital Finance, LLC
<b>Street Address:</b>	150 South Wacker Drive, Suite 2200
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1950642	ACRYLAMAC
Registration Number:	2369143	ALCURE
Registration Number:	1950840	AQUAMAC
Registration Number:	3056136	ARCHEMIS
Registration Number:	1950643	CARBAMAC
Registration Number:	1952672	CHEMACOIL
Registration Number:	1950644	DURAMAC
Registration Number:	2474221	HYDREAU
Serial Number:	85172726	LUMICURE
Registration Number:	1950646	MACOPOL
Registration Number:	1950647	POLYMAC
Registration Number:	1950648	REZIMAC

**CORRESPONDENCE DATA**

900193193

**TRADEMARK**  
 REEL: 004551 FRAME: 0438

OP \$315.00 1950642

Fax Number: (617)502-4041

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: rchase@choate.com

Correspondent Name: Rachel Chase

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Rachel Chase
Signature:	/rsc/
Date:	05/31/2011

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 31, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among PCCR USA, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of May 31, 2011 (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 Agent, for the benefit of Lender Group and the Bank Product Providers, 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:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (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;

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

(c) all products and proceeds (as that term is defined in the Code) 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 Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

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 Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 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 and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). 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. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect

to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

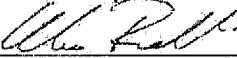
**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PCCR USA, INC.,  
A Delaware corporation

By:   
Name: Marco Pierettori  
Title: Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Katherine Andersen  
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004551 FRAME: 0443

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**PCCR USA, INC.,**  
A Delaware corporation

By: \_\_\_\_\_  
Name: Marco Pierettori  
Title: Secretary

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company

By:   
Name: Katherine Andersen  
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004551 FRAME: 0444**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
ACRYLAMAC	CH	Registered	9439/1996	23-Dec-96	446.816	23-Dec-96
ACRYLAMAC	EM	Registered	348730	09-Sep-96	348730	09-Sep-96
ACRYLAMAC	US	Registered	74585326	13-Oct-94	1950642	23-Jan-96
ALCURE	CA	Registered	866889-00	21-Jan-98	TMA507270	28-Jan-99
ALCURE	CN	Registered	9800070106	25-Jun-98	1330083	07-Nov-99
ALCURE	EM	Registered	732784	28-Jan-98	732784	08-Oct-01
ALCURE	HK	Registered	01078/98	31-Jan-98	199812854	09-Dec-98
ALCURE	JP	Registered	21324/1998	13-Mar-98	4330527	29-Oct-99
ALCURE	MX	Registered	327649	27-Mar-98	578452	29-May-98
ALCURE	TW	Registered	Unavailable	Unavailable	839212	15-Feb-99
ALCURE	US	Registered	75424133	27-Jan-98	2369143	18-Jul-00
AQUAMAC	CH	Registered	9438/1996	23-Dec-96	446.815	09-Dec-97
AQUAMAC	EM	Registered	348698	09-Sep-96	348698	11-Feb-02
AQUAMAC	US	Registered	74610767	13-Oct-94	1950840	23-Jan-96
ARCHEMIS	AU	Registered	966225	14-Aug-03	966225	28-Jan-04
ARCHEMIS	BR	Pending	825793408	25-Aug-03		
ARCHEMIS	BR	Pending	825793394	25-Aug-03		
ARCHEMIS	BR	Pending	825793360	25-Aug-03		
ARCHEMIS	BY	Registered	20032120	07-Oct-03	23042	13-Jul-06
ARCHEMIS	CA	Published	1169656	03-Mar-03		
ARCHEMIS	CH	Registered	05061/2003	06-Oct-03	519.579	01-Apr-04
ARCHEMIS	CZ	Registered	195167	22-Aug-03	263768	26-May-04
ARCHEMIS	CZ	Registered	195168	22-Aug-03	263769	26-May-04
ARCHEMIS	EM	Pending	3313988	14-Aug-03		
ARCHEMIS	JP	Registered	200369865	18-Aug-03	4734143	12-Dec-03



Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
ARCHEMIS	MX	Registered	615426	20-Aug-03	816203	08-Dec-03
ARCHEMIS	MX	Registered	615427	20-Aug-03	816204	08-Dec-03
ARCHEMIS	MX	Registered	615428	20-Aug-03	816205	08-Dec-03
ARCHEMIS	NO	Registered	200307717	14-Aug-03	222531	15-Jan-04
ARCHEMIS	NZ	Registered	684466	27-Feb-03	684466	05-Jan-04
ARCHEMIS	NZ	Registered	684467	27-Feb-03	684467	05-Jan-04
ARCHEMIS	NZ	Registered	684468	08-Apr-03	684468	05-Jan-04
ARCHEMIS	RO	Registered	M200305493	10-Oct-03	57948	31-Aug-04
ARCHEMIS	SG	Registered	T03/12519D	27-Feb-03	T03/12519D	12-Jul-04
ARCHEMIS	SG	Registered	T03/12521F	27-Feb-03	T03/12521F	10-May-04
ARCHEMIS	SG	Registered	T03/12530E	08-Apr-03	T03/12530E	08-Apr-03
ARCHEMIS	US	Registered	78219628	27-Feb-03	3056136	31-Jan-06
ARCHEMIS (in Chinese)	SG	Registered	T03/13593I	04-Sep-03	T03/13593I	12-Apr-04
ARCHEMIS (in Chinese)	SG	Registered	T03/13596C	04-Sep-03	T03/13596C	29-Mar-05
ARCHEMIS (in Chinese)	SG	Registered	T03/13594G	04-Sep-03	T03/13594G	14-Sep-04
CARBAMAC	US	Registered	74585327	13-Oct-94	1950643	23-Jan-96
CHEMACOIL	US	Registered	74585328	13-Oct-94	1952672	30-Jan-96
DURAMAC	CH	Registered	09440/1996	23-Dec-96	441.278	23-May-97
DURAMAC	EM	Registered	348813	09-Sep-96	348813	30-Jul-99
DURAMAC	US	Registered	74585329	13-Oct-94	1950644	23-Jan-96
HYDREAU	AR	Registered	2329447	28-Feb-01	1885343	16-Sep-02
HYDREAU	AU	Registered	867550	27-Feb-01	867550	24-Jun-02
HYDREAU	BR	Published	823624668	01-Mar-01		
HYDREAU	CA	Registered	1036230	16-Nov-99	TMA558244	20-Feb-02
HYDREAU	CL	Registered	512.502	05-Mar-01	613.296	17-Dec-01
HYDREAU	CN	Registered	2001026850	28-Feb-01	1740137	14-Apr-02
HYDREAU	CO	Registered	1019771	12-Mar-01	249394	25-Apr-02
HYDREAU	CZ	Registered	165060	03-Nov-99	241423	09-Jan-01

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
HYDREAU	CZ	Registered	165060	07-Mar-01	241423	21-Feb-02
HYDREAU	DO	Registered	2003-60138	14-Mar-01	137300	15-Aug-01
HYDREAU	EE	Registered	M200100387	03-Nov-99	35770	09-Jan-01
HYDREAU	EM	Registered	1369610	03-Nov-99	1369610	09-Jan-01
HYDREAU	HK	Registered	03357/2001	01-Mar-01	2002B04870	02-May-02
HYDREAU	HU	Registered	M0101409	03-Nov-99	171543	09-Jan-01
HYDREAU	ID	Registered	D00-01-04189	28-Feb-01	500206	06-Mar-02
HYDREAU	LV	Registered	M-01-329	03-Nov-99	M49387	09-Jan-01
HYDREAU	MX	Registered	399438	17-Nov-99	666583	28-Jul-00
HYDREAU	MY	Registered	2001/03189	13-Mar-01	01003189	13-Mar-01
HYDREAU	NO	Registered	200102766	28-Feb-01	211.202	18-Oct-01
HYDREAU	NZ	Registered	633129	28-Feb-01	633129	06-Sep-01
HYDREAU	PL	Registered	232606	03-Nov-99	171257	09-Jan-01
HYDREAU	PL	Registered	Z-232606	08-Mar-01	R-171257	07-Feb-06
HYDREAU	SG	Registered	T01/02615F	27-Feb-01	T01/02615F	27-Feb-01
HYDREAU	TH	Registered	447843	07-Mar-01	TM150039	07-Mar-01
HYDREAU	TR	Registered	2001/005930	03-Apr-01	2001/005930	03-Apr-01
HYDREAU	TW	Registered	(90)012855	06-Apr-01	1005917	15-Jul-02
HYDREAU	US	Registered	75713544	25-May-99	2474221	31-Jul-01
HYDREAU (in Chinese)	CN	Registered	2001045508	28-Mar-01	1745033	14-Apr-02
HYDREAU (in Chinese)	HK	Registered	05396/2001	04-Apr-01	200205649	12-May-02
HYDREAU (in Chinese)	MY	Registered	02004043	16-Apr-02	02004043	19-Apr-07
HYDREAU (in Chinese)	SG	Registered	T01/04579	29-Mar-01	T01/04579G	29-Mar-01
HYDREAU (in Chinese)	TW	Registered	(90)014519	18-Apr-01	1005922	15-Jul-02
HYDREAU (in Japanese)	JP	Registered	2002-029957	12-Apr-02	4678385	30-May-03
LUMICURE	US	Pending	85172726	09-Nov-10		
MACOPOL	CH	Registered	09441/1996	23-Dec-96	441.279	23-May-97
MACOPOL	EM	Registered	348839	09-Sep-96	348839	31-Aug-99

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
MACOPOL	US	Registered	74585331	13-Oct-94	1950646	23-Jan-96
POLYMAC	CH	Registered	09442/1996	23-Dec-96	441.280	23-May-97
POLYMAC	EM	Registered	348748	09-Sep-96	348748	26-Nov-00
POLYMAC	US	Registered	74585333	13-Oct-94	1950647	23-Jan-96
REZIMAC	US	Registered	74585334	13-Oct-94	1950648	23-Jan-96

**Trademark Licenses**

Trademark License Agreement dated May 31, 2011, between PCCR USA, Inc. and Polynt S.p.A.