

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
KaMin LLC		12/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	201 Main Street, Suite 300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2111893	HYDRAFINE
Registration Number:	0789827	HYDRAGLOSS
Registration Number:	2540648	HYDRAPLATE
Registration Number:	0911904	HYDRASHEEN
Registration Number:	2353625	LITHOSPERSE
Registration Number:	1575890	NULOK
Registration Number:	0639166	POLYFIL
Registration Number:	1607913	POLYPLATE
Registration Number:	2953172	MOLDX
Registration Number:	0625647	HYDRAFINE
Registration Number:	0548354	HYDRAFIL
Registration Number:	1607047	HYDRAMATTE
Registration Number:	0897617	HYDRAPRINT
Registration Number:	0556981	HYDRASPERSE

**TRADEMARK**

Registration Number:	1728784	NUCOTE
Registration Number:	1200068	OMNIFIL
Registration Number:	2359191	POLYGLOSS
Registration Number:	1618257	SAMPAQUE
Registration Number:	0911905	HYDRACOTE
Registration Number:	4016542	KAMINGLOSS
Registration Number:	4060603	KAMIN
Registration Number:	3986578	KAMINTEX
Serial Number:	77912206	KAMINPRIME

**CORRESPONDENCE DATA**

Fax Number: (212)506-5151

Phone: 212.506.5000

Email: orapoport@orrick.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Bradford S. Breen

Address Line 1: 51 West 52nd Street

Address Line 2: Orrick, Herrington & Sutcliffe LLP

Address Line 4: New York, NEW YORK 10019-6142

**ATTORNEY DOCKET NUMBER:**

29616.2

**NAME OF SUBMITTER:**

Bradford S. Breen

**Signature:**

/Bradford Breen/

**Date:**

12/23/2011

**Total Attachments: 5**

source=Grant Security InterestTrademarks (KaMin 2011)#page1.tif

source=Grant Security InterestTrademarks (KaMin 2011)#page2.tif

source=Grant Security InterestTrademarks (KaMin 2011)#page3.tif

source=Grant Security InterestTrademarks (KaMin 2011)#page4.tif

source=Grant Security InterestTrademarks (KaMin 2011)#page5.tif

## **GRANT OF SECURITY INTEREST**

### **TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of December 16, 2011, is executed by KAMIN LLC, a Delaware limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative and collateral agent for the Lender Parties (in such capacity, together with any successors and assigns in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of December 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor and Wells Fargo Bank, National Association, as Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor owns the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Amended and Restated Security Agreement, dated as of December 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof (excluding any U.S. intent-to-use application unless and until a statement of use or amendment to allege use shall have been filed with and accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
201 Main Street, Suite 300  
Fort Worth, Texas 76102  
Attention: Jeffrey A. Schrimpf  
Tel. No. (817) 334-7092  
Fax No. (866) 370-6452

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**KAMIN LLC,**  
a Delaware limited liability company

By: 

Name: John R. Wells

Title: Vice President, Treasurer, Chief Financial  
Officer and Assistant Secretary

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Trademark</b>	<b>Registration No.</b>
HYDRAFINE	2,111,893
HYDRAGLOSS	0789,827
HYDRAPLATE	2,540,648
HYDRASHEEN	0911,904
LITHOSPERSE	2,353,625
NULOK	1,575,890
POLYFIL	0639,166
POLYPLATE	1,607,913
MOLDX	2,953,172
HYDRAFINE	0625,647
HYDRAFIL	0548,354
HYDRAMATTE	1,607,047
HYDRAPRINT	0897,617
HYDRASPERSE	0556,981
NUCOTE	1,728,784
OMNIFIL	1,200,068
POLYGLOSS	2,359,191
SAMPAQUE	1,618,257
HYDRACOTE	0911,905

KAMINGLOSS	4,016,542
KAMIN	4,060,603
KAMINTEX	3,986,578

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Application No.</b>
KAMINPRIME	77912,206