

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	HGGC Citadel Plastics Intermediate Holdings, Inc.		02/29/2012	CORPORATION: DELAWARE
	City Acquisition Merger Sub, Inc.		02/29/2012	CORPORATION: DELAWARE
	Citadel Plastics Holdings, Inc.		02/29/2012	CORPORATION: DELAWARE
	Citadel Intermediate Holdings, LLC		02/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
	The Matrixx Group, Incorporated		02/29/2012	CORPORATION: INDIANA
	Bulk Molding Compounds, Inc.		02/29/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA				
Name:	General Electric Capital Corporation, as Agent			
Street Address:	500 West Monroe Street			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60661			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Serial Number:	78606813	BMC	
	Serial Number:	78606798	BMC	
	Serial Number:	71640302	GLASKYD	
CORRESPONDENCE DATA				
Fax Number:	(617)951-8736			
Phone:	617-951-8132			
Email:	linda.salera@bingham.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				

OP \$90.00 78606813

Correspondent Name: Linda A. Salera
Address Line 1: 1 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	03/05/2012

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2012, 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 Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof in favor of the Agent (as the same may be amended, restated, amended and 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 each 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 Borrowers under the Credit Agreement, 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 mortgages, pledges and hypothecates 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 (to the extent not constituting Excluded Property) 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. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions , in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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 6. 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 New York.

[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,

HGGC CITADEL PLASTICS INTERMEDIATE HOLDINGS, INC.
as Grantor

By: 

Name: Matthew D. McDonald
Title: Chief Financial Officer

CITY ACQUISITION MERGER SUB, INC.
as Grantor

By: _____

Name: David E. Topham
Title: Vice President and Secretary

CITADEL PLASTICS HOLDINGS, INC.
as Grantor

By: 

Name: Matthew D. McDonald
Title: Chief Financial Officer

CITADEL INTERMEDIATE HOLDINGS, LLC
as Grantor

By: 

Name: Matthew D. McDonald
Title: Chief Financial Officer

THE MATRIX GROUP, INCORPORATED
as Grantor

By: _____

Name: Kevin Andrews
Title: President

By: 

Name: Matthew D. McDonald
Title: Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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,

HGGC CITADEL PLASTICS INTERMEDIATE
HOLDINGS, INC.
as Grantor

By: _____
Name: Matthew D. McDonald
Title: Chief Financial Officer

CITY ACQUISITION MERGER SUB, INC.
as Grantor

By: 
Name: David E. Topham
Title: Vice President and Secretary

CITADEL PLASTICS HOLDINGS, INC.
as Grantor

By: _____
Name: Matthew D. McDonald
Title: Chief Financial Officer

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as Grantor

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as Grantor

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Title: Chief Financial Officer

CITY ACQUISITION MERGER SUB, INC.
as Grantor

By: _____
Name: David E. Topham
Title: Vice President and Secretary

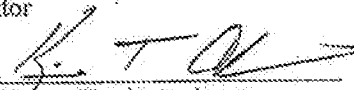
CITADEL PLASTICS HOLDINGS, INC.
as Grantor

By: _____
Name: Matthew D. McDonald
Title: Chief Financial Officer

CITADEL INTERMEDIATE HOLDINGS, LLC
as Grantor

By: _____
Name: Matthew D. McDonald
Title: Chief Financial Officer

THE MATRIX GROUP, INCORPORATED
as Grantor

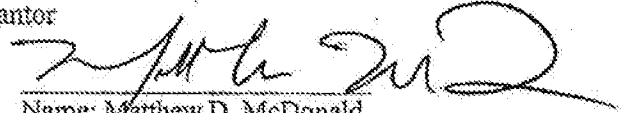
By: 
Name: Kevin Andrews
Title: President

By: _____
Name: Matthew D. McDonald
Title: Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

BULK MOLDING COMPOUNDS, INC.
as Grantor

By:



Name: Matthew D. McDonald
Title: Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Brian Sommerfeld

Name:

Title: Its Duly Authorized Signatory

Brian E. Sommerfeld
Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004730 FRAME: 0838

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
MATRIX	CANADA	ACLO COMPOUNDERS	0439424	256,925	March 20, 1981	Registered
MATRIX	CANADA	ACLO Design	0439425	257,104	March 20, 1981	Registered
MATRIX	CANADA	ACCUCOMP	0577943	337,321	February 19, 1988	Registered
MATRIX	CANADA	ACCUGUARD	0577944	337,322	February 19, 1988	Registered
MATRIX	CANADA	ACCULLOY	577945	337,323	February 19, 1988	Registered
MATRIX	CANADA	ACCUTECH	577946	337,324	February 19, 1988	Registered
MATRIX	CANADA	ACLO & Design	0619457	360,784	October 20, 1989	Registered
MATRIX	AUSTRALIA	FIBERFIL	239016	239016	May 20, 1970	Registered <i>Ownership update in progress</i>
MATRIX	CANADA	FIBERFIL	27017500	133664	November 29, 1963	Registered
FIBERFIL	JAPAN	FIBERFIL	H05-033578	3110522	December 26, 1995	Registered <i>Ownership update in progress</i>
CITADEL CANADA LLC	MEXICO	FIBERFIL	168069	460883	May 18, 1994	Registered <i>Ownership update in progress</i>

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
BMC	AUSTRALIA	BMC LOGO	1047521	1047521	March 22, 2005	Registered
BMC	AUSTRALIA	BULLDOG LOGO	1047300	1047300	March 22, 2005	Registered
BMC	BRAZIL	BMC LOGO	827360827	827360827	October 9, 2007	Registered
BMC	BRAZIL	BULLDOG LOGO	827360835	827360835	October 9, 2007	Registered
BMC	CANADA	BMC LOGO	1253497	TMA662,223	April 5, 2006	Registered
BMC	CANADA	BULLDOG LOGO	1253505	TMA661,135	March 22, 2006	Registered
BMC	CHINA	BMC LOGO	4574798	4574798	July 28, 2008	Registered
BMC	CHINA	BULLDOG LOGO	4574799	4574799	July 28, 2008	Registered
BMC	EU	BMC LOGO	004438289	004438289	May 3, 2006	Registered
BMC	EU	BULLDOG LOGO	004438305	004438305	May 3, 2006	Registered
BMC	HONG KONG	BMC LOGO	300387081	300387081	March 17, 2005	Registered
BMC	HONG KONG	BULLDOG LOGO	300380538	300380538	March 4, 2005	Registered
BMC	JAPAN	BMC LOGO	2005-024740	5123397	March 28, 2008	Registered
BMC	JAPAN	BULLDOG LOGO	2005-024739	5116858	March 7, 2008	Registered
BMC	INDIA	BMC LOGO	1357256	1357256	May 16, 2005	Registered
BMC	INDIA	BULLDOG LOGO	1357257	1357257	May 16, 2005	Registered
BMC	KOREA	BMC LOGO	40-2005-0012883	400656444	March 27, 2006	Registered
BMC	KOREA	BULLDOG	40-2005-	400656445	March 27,	Registered

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
		LOGO	001284		2006	
BMC	MEXICO	BMC LOGO	708282	974291	February 26, 2007	Registered
BMC	MEXICO	BULLDOG LOGO	708281	916217	January 24, 2006	Registered
BMC	RUSSIAN FEDERATION	BMC LOGO	2005707727	304614	April 11, 2006	Registered
BMC	RUSSIAN FEDERATION	BULLDOG LOGO	2005707730	304341	April 6, 2006	Registered
BMC	SWITZERLAND	BMC LOGO	52471/2005	535.122	March 29, 2005	Registered
BMC	SWITZERLAND	BULLDOG LOGO	25472/2005	535.084	March 29, 2005	Registered
BMC	TAIWAN	BMC LOGO		1176875	October 16, 2005	Registered
BMC	TAIWAN	BULLDOG LOGO		1176876	October 16, 2005	Registered
BMC	TURKEY	BMC LOGO	200512388	200512388	April 6, 2005	Registered
BMC	TURKEY	BULLDOG LOGO	200512389	200512389	April 6, 2005	Registered
BMC	UNITED STATES	BMC LOGO	78606813	3,191,296	January 2, 2007	Registered

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
BMC	UNITED STATES	BULLDOG LOGO	78606798	3,188,753	December 26, 2006	Registered
BMC	UNITED STATES	GLASKYD	71640302	584,332	January 5, 1954	Registered

The following trademark registrations currently reflect the prior registrants of the marks; in connection with Matrixx's acquisition of the assets of Fiberfil Engineered Plastics, the assignment of these marks to Matrixx was not recorded:

CURRENT RECORDED OWNER	TRUE OWNER	COUNTRY	MARK	REG. NO.	REG. DATE
FIBERFIL	MATRIX	JAPAN	FIBERFIL	3110522	December 26, 1995
CITADEL CANADA LLC	MATRIX	MEXICO	FIBERFIL	460883	May 18, 1994

2. TRADEMARK APPLICATIONS

None.