

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
Reichhold, Inc.		05/02/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	0539667	AROFLAT
Registration Number:	4013149	AROPLAZ AQ
Registration Number:	3392379	ASPECT
Registration Number:	3809747	ATLAC
Registration Number:	1174670	ATPRIME
Registration Number:	3522059	BECKOSOL AQ
Registration Number:	3271411	BRINGING SOLUTIONS TO THE SURFACE
Registration Number:	3782578	CORROLITE
Registration Number:	3887952	ENVIROLITE
Registration Number:	3809566	EVERYWHERE PERFORMANCE MATTERS
Registration Number:	3267619	GOT RESIN?
Registration Number:	3263136	RESAFEN

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Fax Number: 6785337772

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

Phone: 404-681-5974

Email: mlg@phrd.com

Correspondent Name: Parker Hudson Rainer & Dobbs, LLP

Address Line 1: 285 Peachtree Center Avenue, N.E.

Address Line 2: 15th Floor - Mike Grove

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689.17
NAME OF SUBMITTER:	Bobbi Acord Noland
Signature:	/ba/
Date:	05/03/2012

**Total Attachments: 12**

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May 2, 2012

Bank of America, N.A., as Agent  
300 Galleria Parkway  
Suite 800  
Atlanta, Georgia 30339  
Attention: Reichhold Loan Administration Manager

RE: First Amendment to Trademark Security Agreement -- Reichhold, Inc.

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated October 13, 2005, between Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent") for the Lenders, and Reichhold, Inc., a Delaware corporation ("Company"), as recorded in the United States Patent and Trademark Office (the "USPTO") on December 21, 2005, at Reel No. 003214, Frame 0940 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to paragraph 7 of the Trademark Security Agreement, if, before Full Payment of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 of the Trademark Security Agreement shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing, and Agent is authorized and empowered to modify the Trademark Security Agreement by amending Exhibit A thereto to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 thereof.

Company desires to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 attached hereto on Exhibit A to the Trademark Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Company's expense.

To secure the prompt payment and performance of all of the Obligations (including, without limitation, all of the U.S. Obligations and the Canadian Obligations), Company hereby grants, assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached

hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Additional Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of the foregoing.

Company represents and warrants to Agent that:

(a) Each of the Additional Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this letter agreement in the United States Patent and Trademark Office, this letter agreement will create a legal and valid perfected lien upon and security interest in the Additional Trademark Collateral that is registered in that office and that is listed on Exhibit A-1 attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any third Person;

(d) Company has the unqualified right to enter into this letter agreement and perform its terms;

(e) Each of the Additional Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

Company covenants and agrees with Agent that:

(a) Company will maintain the quality of the products associated with the Additional Trademarks, at a level consistent with the quality at the time of this letter agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached as Exhibit B to the Trademark Security Agreement executed by an officer of Company;

(b) Company will not change the quality of the products associated with the Additional Trademarks without Agent's prior written consent; and

(c) Except for Additional Trademarks abandoned by Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse

Effect), Company has used and will continue to use for the duration of the Agreement, proper statutory notice in connection with its use of the registered Additional Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; Signatures appear on following page.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

COMPANY:

REICHHOLD, INC.

By: *Roger L. Willis*  
Name: ROGER L. WILLIS  
Title: CHIEF FINANCIAL OFFICER

[Signatures continue on following page.]

Accepted and agreed to:

**BANK OF AMERICA, N.A., as Agent**

By: *Douglas Cowan*  
**Douglas Cowan, Senior Vice President**

**EXHIBIT A-1**

**Trademarks and Trademark Applications**

<b>NAME OF REGISTERED TRADEMARK</b>	<b>COUNTRY</b>	<b>REGISTRATION/APPLICATION NUMBER</b>
AMBERLAC	Australia	A261029
	Benelux	62848
	Brazil	826829597 (Application)
	France	1398522
	Great Britain	B906297
	Indonesia	413767
	Italy	589038
	Japan	591872
	Mexico	223509
	Norway	72742
Sweden	111780	
AROFLINT	United States	0539667
AROLON	Australia	A162863
	Benelux	7187
	Brazil	826829619
	Chile	214203
	France	1622830
	Great Britain	823728
	Korea	59708
	Mexico	403306
	New Zealand	67368
	Switzerland	394451
AROPLAZ	Australia	A162862
	Benelux	7412
	Brazil	826829570
	Chile	658249
	China	3217212
	France	1470467
	Great Britain	823727
	Honduras	86343
	Mexico	915243
	New Zealand	67367
	Norway	82845
Panama	122048	

	Salvador	96 Book 169
	Sweden	139022
AROPLAZ AQ	United States	4013149
	Japan	1029228 (Madrid Protocol)
	China	1029228 (Madrid Protocol)
	Singapore	1029228 (Madrid Protocol)
	Korea	1029228 (Madrid Protocol)
	Hong Kong	301572057
	Indonesia	IDM000319583
	Malaysia	(Applied For)
	Taiwan	01439759
	Thailand	KOR336238
ASPECT	United States	3392379
ATLAC	Bolivia	76423
	Brazil	820894524
	Canada	45394
	Colombia	231928
	Costa Rica	114273
	Ecuador	62-00
	Guatemala	107226
	Honduras	74396
	Mexico	808171
	Panama	96328
	Paraguay	212885
	Peru	52259
	Salvador	96 Book 123
	Surinam	16144
	United States	3809747
ATPRIME	United States	1174670
BECKOSOL	Argentina	1929651
	Australia	A105790
	Benelux	73433
	Brazil	826829538, 826829627
	Canada	244277
	Chile	600677
	Colombia	45184
	Costa Rica	47483, 47484
	Denmark	354150
	Ecuador	3319

	Finland	23926
	France	1513506
	Great Britain	560723
	Germany	537274, 647666
	Guatemala	27791, 27683
	Iceland	221/1963
	International	274640
	Ireland	67903
	Japan	461399
	Mexico	76585
	New Zealand	A67868
	Norway	38921
	Paraguay	226410
	South Africa	5/50
	Turkey	128776
BECKOSOL AQ	United States	3522059
BECKOSOL AQUA	Brazil	829233660, 829233636
BECKOSOL ECO	Brazil	829233652, 829233644
BRINGING SOLUTIONS TO THE SURFACE	United States	3271411
CORROLITE	United States	3782578
DION	Argentina	187707
	Australia	B226650
	Bolivia	85803
	Brazil	82279224
	Chile	403511
	Colombia	16373
	Costa Rica	4278-7978
	Ecuador	10783-01
	France	1430556
	Guatemala	117161
	Honduras	81473
	India	(Application Pending)
	Italy	549073
	Mexico	398339
	Nicaragua	49928
	Panama	111531
	Peru	69354

	Salvador	No. 7 Book 153
	Turkey	(Application Pending)
	Uruguay	327777
	Venezuela	20891-2000
ENVIROLITE	Brazil	830772880
	Madrid Protocol (Int'l Registration)	1066881
	Mexico	1193098
	United States	3887952
EPOTUF	Brazil	826829562
	Canada	115331
	Chile	658248
	Costa Rica	47481
	Great Britain	765932
	Germany	762995
	Guatemala	27681
	Hong Kong	1044/78
	Iceland	197/1964
	Indonesia	261442
	International	275852
	Korea	6333
	Mexico	178529
	New Zealand	A67865
	Panama	18586
	Poland	44671
	Salvador	167
	Singapore	74285
	Spain	604538
	Sweden	111430
	Thailand	117424
	Turkey	127563
EVERYWHERE PERFORMANCE MATTERS	United States	3809566
FINE-CLAD	Brazil	826829546 (Application)
	EU Community	002410306
	Mexico	629429, 629430
	Turkey	201051940
GOT RESIN?	United States	3267619

HYDREX	Brazil	829546740 (Application)
	Canada	353229
	Czech Republic	359012
	India	1514239
	Mexico	750446
	Turkey	(Application Pending)
KELSOL	Brazil	826829600
	Mexico	390054
NORPOL	Argentina	1889130
	Australia	A402004
	Benelux	314982
	Brazil	811519171
	Bulgaria	20764
	China	3334699
	Croatia	Z931969
	Czech Republic	173115
	Denmark	3847/1983
	Estonia	19003
	Finland	73911
	France	1218059
	Hungary	134666
	India	1514238
	Italy	402801
	Kuwait	25422
	Latvia	M31659
	Lithuania	22707
	Malaysia	91/03396
	Mexico	572420
	New Zealand	150550
	Norway	92819,60316,65370
	Poland	76269
	Portugal	291033
	Romania	17545
	Russia	110309
	South Africa	93/2785
	Slovenia	9370367
	Slovak Republic	172975
	Spain	1758211
	Switzerland	411151
	Turkey	201051937
	UAE	3507

	United Kingdom	1001929
	Yugoslavia	40070
POLYLITE	Australia	A130613
	Brazil	006302858,003236862
	Canada	277985
	Chile	600679
	Costa Rica	47482
	Germany (Polyleit)	797661
	Greece (Polyleit)	40763
	Guatemala	27685
	Iceland (Polyleit)	199/1963
	India	974502 (Application)
	Japan	461409,535945
	Mexico	84835
	New Zealand	A67878
	Nicaragua	757 R.P.I.
	South Africa	3076/55, 3075/55
	Salvador	169
	Spain	605925
	Turkey	201051939
REICHHOLD	Argentina	1551050, 1990492
	Australia	13250047
	Chile	443998
	China	163940
	Costa Rica	Permanent Mark - No #
	Czech Republic	359013
	Denmark	1194/65
	Germany	629331
	Greece	31175
	Guatemala	3098
	Iceland	206/1964
	India	1514240
	International	275823
	Israel	23339
	Mexico	221528, 224101, 227175
	Norway	65370
	Poland	44706
	Portugal	231364, 231365
	South Africa	8515463, B6914932
	Singapore	74276, 74277, 74278
	Sweden	110782
	Thailand	65454

	Turkey	201051943
RESAFEN	Mexico	915244
	United States	3263136
SYNTHEMUL	Australia	A158413, A161422
	Brazil	826829589
	Canada	115332
	Chile	600678
	Denmark	3214165
	France	1287563
	Great Britain	765931
	Germany	714240
	Hong Kong	1624/78
	Iceland	2041/1964
	Indonesia	261498
	International	275845
	Malaysia	76634
	Mexico	170353
	New Zealand	67871
	Singapore	74275
	Spain	658685
	Sweden	123254
	Switzerland	255348
	Thailand	65453
UROTUF	Brazil	826829554
	Canada	188078
	Mexico	155477