

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
EMERALD PERFORMANCE MATERIALS, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EMERALD PERFORMANCE HOLDING GROUP, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EPM POLYMER ADDITIVES HOLDING CORP.		05/18/2012	CORPORATION: DELAWARE
EPM HILTON DAVIS HOLDING CORP.		05/18/2012	CORPORATION: DELAWARE
EPM KALAMA CHEMICAL HOLDING CORP.		05/18/2012	CORPORATION: DELAWARE
EPM FOAM CONTROL HOLDING CORP.		05/18/2012	CORPORATION: DELAWARE
EPM CAROLINA CHEMICAL HOLDING CORP.		05/18/2012	CORPORATION: DELAWARE
EPM SPECIALTY POLYMERS HOLDING CORP.		05/18/2012	CORPORATION: DELAWARE
EMERALD KALAMA CHEMICAL, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EMERALD FOAM CONTROL, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EMERALD CAROLINA CHEMICAL, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EMERALD HILTON DAVIS, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EMERALD POLYMER ADDITIVES, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EMERALD SPECIALTY POLYMERS, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
EMERALD LATIN AMERICA HOLDINGS, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
CVC SPECIALTY CHEMICALS INC.		05/18/2012	CORPORATION: NEW JERSEY
EPM EMERALD (CANADA), INC.		05/18/2012	CORPORATION: DELAWARE
EPM CVC GROUP HOLDING,		05/18/2012	CORPORATION: DELAWARE

CH \$1040.00 0882709

TRADEMARK

INC.

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	0882709	ANTOZITE
Registration Number:	0984804	AQUONIUM
Registration Number:	1039034	AURACOTE
Registration Number:	3077665	COLOR REALM
Registration Number:	1044545	CURE-RITE
Registration Number:	0613721	DPPD
Registration Number:	2425818	FABRITONE
Registration Number:	2699569	FOAM BLAST
Registration Number:	1949417	FREECAT
Registration Number:	1953587	FREECHEM
Registration Number:	2053005	FREEDOM
Registration Number:	1941519	FREELUBE
Registration Number:	1949416	FREEPEL
Registration Number:	1949415	FREEREZ
Registration Number:	1949413	FREETEX
Registration Number:	0754422	GELTROL
Registration Number:	0422356	GOODRITE
Registration Number:	0961838	GOOD-RITE
Registration Number:	0969439	GOOD-RITE
Registration Number:	0542782	HIDACID
Registration Number:	1975942	HILTON DAVIS
Registration Number:	3877652	KALAMA
Registration Number:	1909629	K-FLEX

Registration Number:	3855601	LILIENCE
Registration Number:	1210144	MASIL
Registration Number:	1112050	MAZU
Registration Number:	3430788	MULTIJET
Registration Number:	3066994	OBSIDIAN
Registration Number:	3430793	POLYJET
Registration Number:	2746234	PUROX
Registration Number:	1063037	RESIN D
Registration Number:	0690383	SEATONE
Registration Number:	1047433	STALITE
Registration Number:	0678285	SUPERLITE
Registration Number:	0993548	SUP-R-CONC
Registration Number:	1137133	SUP-R-CRYL
Registration Number:	1155219	UNIPRINT
Serial Number:	85324867	EMERALD
Serial Number:	85324162	EMERALD PERFORMANCE MATERIALS
Serial Number:	85520304	LUCIDA COLORS
Serial Number:	85504998	VERDIS

CORRESPONDENCE DATA

Fax Number: 6508385109

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

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: ZHENG BAO

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37427/26
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	06/18/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This trademark security agreement dated as of May 18, 2012 (this “Trademark Security Agreement”), by Emerald Performance Materials, LLC, a Delaware limited liability company (the “Borrower”), and each guarantor listed on Schedule 1 hereto (collectively, the “Original Guarantors,” together with the Borrower, the “Pledgors”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain first lien credit agreement, dated as of May 18, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, EPM Polymer Additives Holding Corp., EPM Hilton Davis Holding Corp., EPM Kalama Chemical Holding Corp., EPM Foam Control Holding Corp., EPM Carolina Chemical Holding Corp. and EPM Specialty Polymers Holding Corp., Emerald Performance Holding Group, LLC, a Delaware limited liability company, certain subsidiaries of Borrower party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) Trademarks of such Pledgor, including the United States registered Trademarks and applications for Trademark registration, listed on Schedule 2¹ attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this

¹ List the Trademarks identified in the Perfection Certificate.

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Specified Hedging Agreements, survive the termination thereof), the security interest granted therein and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

PLEDGORS:

BORROWER:

As CFO of:

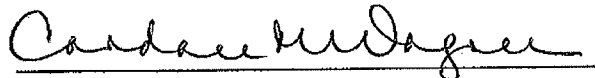
EMERALD PERFORMANCE MATERIALS, LLC

ORIGINAL GUARANTORS:

As CFO of:

**EMERALD PERFORMANCE HOLDING GROUP, LLC
EPM POLYMER ADDITIVES HOLDING CORP.
EPM HILTON DAVIS HOLDING CORP.
EPM KALAMA CHEMICAL HOLDING CORP.
EPM FOAM CONTROL HOLDING CORP.
EPM CAROLINA CHEMICAL HOLDING CORP.
EPM SPECIALTY POLYMERS HOLDING CORP.
EMERALD KALAMA CHEMICAL, LLC
EMERALD FOAM CONTROL, LLC
EMERALD CAROLINA CHEMICAL, LLC
EMERALD HILTON DAVIS, LLC
EMERALD POLYMER ADDITIVES, LLC
EMERALD SPECIALTY POLYMERS, LLC
EMERALD LATIN AMERICA HOLDINGS, LLC
CVC SPECIALTY CHEMICALS, INC.
EPM EMERALD (CANADA), INC.
EPM CVC GROUP HOLDINGS, INC.**

By:

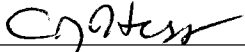


Name: Candace M. Wagner

[Signature Page]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E. J. Hess
Title: Managing Director

[Signature Page]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
EMERALD PERFORMANCE HOLDING GROUP, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM POLYMER ADDITIVES HOLDING CORP.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM HILTON DAVIS HOLDING CORP.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM KALAMA CHEMICAL HOLDING CORP.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM FOAM CONTROL HOLDING CORP.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM CAROLINA CHEMICAL HOLDING CORP.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM SPECIALTY POLYMERS HOLDING CORP.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EMERALD KALAMA CHEMICAL, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EMERALD FOAM CONTROL, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EMERALD CAROLINA CHEMICAL, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EMERALD HILTON DAVIS, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EMERALD POLYMER ADDITIVES, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EMERALD SPECIALTY POLYMERS, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EMERALD LATIN AMERICA HOLDINGS, LLC	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
CVC SPECIALTY CHEMICALS, INC.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM EMERALD (CANADA), INC.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221
EPM CVC GROUP HOLDINGS, INC.	2020 Front Street, Suite 100 Cuyahoga Falls, OH 44221

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Emerald Polymer Additives, LLC	ANTOZITE	882709
Emerald Hilton Davis, LLC	AQUONIUM	984804
Emerald Hilton Davis, LLC	AURACOTE	1039034
Emerald Hilton Davis, LLC	COLOR REALM	3077665
Emerald Polymer Additives, LLC	CURE-RITE	1044545
Emerald Polymer Additives, LLC	DPPD	613721
Emerald Carolina Chemical, LLC	FABRITONE	2425818
Emerald Foam Control, LLC	FOAM BLAST	2699569
Emerald Carolina Chemical, LLC	FREECAT	1949417
Emerald Carolina Chemical, LLC	FREECHEM	1953587
Emerald Carolina Chemical, LLC	FREEDOM	2053005
Emerald Carolina Chemical, LLC	FREELUBE	1941519
Emerald Carolina Chemical, LLC	FREEPEL	1949416
Emerald Carolina Chemical, LLC	FREEREZ	1949415
Emerald Carolina Chemical, LLC	FREETEX	1949413
Emerald Polymer Additives, LLC	GELTROL	754422
Emerald Polymer Additives, LLC	GOODRITE	422356
Emerald Polymer Additives, LLC	GOOD-RITE	961838
Emerald Polymer Additives, LLC	GOOD-RITE	969439
Emerald Hilton Davis, LLC	HIDACID	542782
Emerald Hilton Davis, LLC	HILTON DAVIS	1975942
Emerald Kalama Chemical, LLC	KALAMA	3877652
Emerald Kalama Chemical, LLC	K-FLEX	1909629
Emerald Kalama Chemical, LLC	LILIENCE	3855601
Emerald Foam Control, LLC	MASIL	1210144
Emerald Foam Control, LLC	MAZU	1112050
Emerald Hilton Davis, LLC	MULTIJET	3430788
Emerald Hilton Davis, LLC	OBSIDIAN	3066994
Emerald Hilton Davis, LLC	POLYJET	3430793
Emerald Kalama Chemical B.V.	PUROX	2746234
Emerald Polymer Additives, LLC	RESIN D	1063037
Emerald Hilton Davis, LLC	SEATONE	690383
Emerald Polymer Additives, LLC	STALITE	1047433
Emerald Polymer Additives, LLC	SUPERLITE	678285
Emerald Hilton Davis, LLC	SUP-R-CONC	993548
Emerald Hilton Davis, LLC	SUP-R-CRYL	1137133
Emerald Hilton Davis, LLC	UNIPRINT	1155219

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Emerald Performance Materials, LLC	EMERALD	85/324867
Emerald Performance Materials, LLC	EMERALD PERFORMANCE MATERIALS	85/324162
Emerald Performance Materials, LLC	LUCIDA COLORS	85/520304
Emerald Performance Materials, LLC	VERDIS	85/504998