

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilsonart LLC		10/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	foreign banking corporation: GERMANY

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1214527	ARBORITE
Registration Number:	2852821	ARBORITE
Registration Number:	836562	ARBORON
Registration Number:	3124463	BLUEFUSION
Registration Number:	1063338	CHEMSURF
Registration Number:	1595366	CHEMSURF
Registration Number:	3492472	DURACRYL
Registration Number:	3492473	DURASTEEL
Registration Number:	2784188	EARTHSTONE
Registration Number:	960715	EARTHSTONE
Registration Number:	3529383	
Registration Number:	3483037	HD
Registration Number:	3483038	HD
Registration Number:	3483039	HIGH DEFINITION

TRADEMARK

Registration Number:	1105845	LOKWELD
Registration Number:	3160401	LOOK DEEPER
Registration Number:	3935625	PEG
Registration Number:	2233538	W
Registration Number:	2340686	WILSONART
Registration Number:	2065559	WILSONART
Registration Number:	1418368	WILSONART
Registration Number:	1546444	WILSONART
Registration Number:	1685785	WILSONART
Registration Number:	1704238	WILSONART
Registration Number:	1565977	WILSONART
Registration Number:	3122801	WILSONART EARTHSTONE
Registration Number:	3916625	WILSONART HD

**CORRESPONDENCE DATA**

Fax Number: 2129096836

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

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Benjamin T. Lawson, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1389
NAME OF SUBMITTER:	Benjamin T. Lawson
Signature:	/Benjamin T. Lawson/
Date:	11/21/2012

**Total Attachments: 6**

source=EXECUTED - Notice and Confirmation of Grant of Security Interest (Trademarks)#page1.tif  
source=EXECUTED - Notice and Confirmation of Grant of Security Interest (Trademarks)#page2.tif  
source=EXECUTED - Notice and Confirmation of Grant of Security Interest (Trademarks)#page3.tif  
source=EXECUTED - Notice and Confirmation of Grant of Security Interest (Trademarks)#page4.tif  
source=EXECUTED - Notice and Confirmation of Grant of Security Interest (Trademarks)#page5.tif  
source=EXECUTED - Notice and Confirmation of Grant of Security Interest (Trademarks)#page6.tif

NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 31, 2012, made by Wilsonart LLC, a Delaware limited liability company with principal offices at 3600 West Lake Avenue, Glenview, Illinois 60026 (the "Grantor"), in favor of Deutsche Bank AG New York Branch, with principal offices at 60 Wall Street, New York, NY 10005, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among the Grantor (the "Borrower"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement, it granted to the Collateral Agent, for

the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

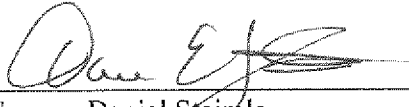
SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILSONART LLC,  
as Grantor

By:   
Name: Daniel Steimle  
Title: Chief Financial Officer and Secretary

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Collateral Agent

By: 

Name:

Title:

Omayra Laucella

Director

By: 

Name:

Title:

Evelyn Thierry

Director

SCHEDULE I

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ARBORITE	Registered	73/255085	24-Mar-1980	1214527	02-Nov-1982
ARBORITE	Registered	76/485249	24-Jan-2003	2852821	15-Jun-2004
ARBORON	Registered	72/270738	05-May-1967	836562	10-Oct-1967
BLUEFUSION	Registered	78/419938	17-May-2004	3124463	01-Aug-2006
CHEMSURF	Registered	73/070911	05-Dec-1975	1063338	12-Apr-1977
CHEMSURF	Registered	73/819136	14-Aug-1989	1595366	08-May-1990
DURACRYL	Registered	77/384775	30-Jan-2008	3492472	26-Aug-2008
DURASTEEL	Registered	77/384787	30-Jan-2008	3492473	26-Aug-2008
Earthstone	Registered	78/106317	01-Feb-2002	2784188	18-Nov-2003
Earthstone (Stylized)	Registered	72/410071	13-Dec-1971	960715	12-Jun-1973
Gold Oval Design	Registered	77/108880	15-Feb-2007	3529383	04-Nov-2008
HD	Registered	77/108824	15-Feb-2007	3483037	12-Aug-2008
HD & Design	Registered	77/108862	15-Feb-2007	3483038	12-Aug-2008
HIGH DEFINITION	Registered	77/108889	15-Feb-2007	3483039	12-Aug-2008
Lokweld	Registered	73/148998	17-Nov-1977	1105845	14-Nov-1978
Look Deeper	Registered	78/538010	23-Dec-2004	3160401	17-Oct-2006
PEG	Registered	77/931892	09-Feb-2010	3935625	22-Mar-2011
W (Stylized)	Registered	75/334794	01-Aug-1997	2233538	23-Mar-1999
WILSONART	Registered	75/646366	22-Feb-1999	2340686	11-Apr-2000
WILSONART	Registered	74/639799	26-Jan-1995	2065559	27-May-1997
WILSONART	Registered	73/597400	07-May-1986	1418368	25-Nov-1986
Wilsonart	Registered	73/751908	14-Sep-1988	1546444	04-Jul-1989
Wilsonart	Registered	74/008148	05-Dec-1989	1685785	05-May-1992

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WILSONART	Registered	74/008147	05-Dec-1989	1704238	28-Jul-1992
WILSONART	Registered	73/743633	01-Aug-1988	1565977	14-Nov-1989
Wilsonart Earthstone	Registered	78/537342	22-Dec-2004	3122801	01-Aug-2006
WILSONART HD	Registered	85/054167	03-Jun-2010	3916625	08-Feb-2011

23764939v4