

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
ARR-MAZ PRODUCTS, L.P.		12/24/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	201 MERRIT 7		
City:	NORWALK		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3265918	AMCC	
Registration Number:	3980776	ARRMULS	
Registration Number:	2959237	CUSTAMINE	
Registration Number:	2959236	CUSTOFLOAT	
Registration Number:	1537152	DUSTROL	
Registration Number:	3904592	WARMGRIP	
Registration Number:	4244561	BINDERTEKK	
Registration Number:	4244360	BONDTEKK	
Registration Number:	2837336	ENCORE	
Registration Number:	2845872	FORTRESS	
Registration Number:	4032114	MICROFLEX	
Registration Number:	4244370	MICROFLEX	
Registration Number:	4039048	MICROTEKK	
Registration Number:	4244369	MICROTEKK	

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Registration Number:	3671684	NOVALITE
Registration Number:	3224790	RECYCLE PLUS
Registration Number:	2514936	REFLEX
Registration Number:	3304186	RESTORE
Registration Number:	3986600	ROAD SCIENCE, LLC
Registration Number:	2444791	ROADARMOR
Registration Number:	3694703	ROADSCIENCE.NET
Registration Number:	3738447	ROADSCIENCE.NET
Registration Number:	4050039	SEALTEKK
Registration Number:	4244560	SEALTEKK
Registration Number:	2594595	STRATA
Registration Number:	2058183	STYLINK
Registration Number:	3230109	SUMMIT
Registration Number:	4035526	TEKK
Registration Number:	4224739	ARRTEKK
Serial Number:	85435824	ROAD SCIENCE
Serial Number:	85435749	ROAD SCIENCE DIVISION OF ARMAZ CUSTOM CHEMICALS
Serial Number:	85390443	TEKK

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	025646-0668
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	12/24/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2012, by ARR-MAZ PRODUCTS, L.P., ARR-MAZ CUSTOM CHEMICALS, INC. and ARMAZ SPECIALTY CHEMICALS, INC. (individually, a "Grantor", and, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of December 24, 2012 (the "Security Agreement") in favor of the Agent 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 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the 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 Grantor hereby pledges and grants to the Agent for the 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:

(a) Trademarks of such Grantor included in the Collateral, including the United States registered Trademarks and applications for Trademark registrations listed on Schedule I attached hereto (provided that no security interest shall be granted in United States intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); and

(b) all Goodwill associated with such Trademarks.

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 Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. At the time provided in Section 9.10(b)(iii) of the Credit Agreement, the security interest granted herein shall automatically terminate and be deemed released, and the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the 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 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.

ARR-MAZ PRODUCTS, L.P.

By: Arr-Maz Management Company,
its General Partner

By: 

Name: Frank L. Waters

Title: Chief Executive Officer

ARR-MAZ CUSTOM CHEMICALS, INC.

By: 

Name: Frank L. Waters

Title: Chief Executive Officer

ARRMAZ SPECIALTY CHEMICALS, INC.

By: 

Name: Frank L. Waters

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Brian Sommerfeld

Name:

Brian E. Sommerfeld

Title: Its Duly Authorized Signatory

Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

Trademark	Registration Number	Registration Date	Record Owner
AD-HERE	1511392	11/08/88	Arr-Maz Custom Chemicals, Inc.
AMCC	3265918	07/17/07	Arr-Maz Products, L.P.
ARRMULS	3980776	06/21/11	Arr-Maz Products L.P.
CUSTAMINE	2959237	06/07/05	Arr-Maz Products, L.P.
CUSTOFLOAT	2959236	06/07/05	Arr-Maz Products, L.P.
DUSTROL	1537152	05/02/89	Arr-Maz Products L.P.
GALORYL	1252587	10/04/83	Arr-Maz Specialty Chemicals, Inc.
WARMGRIP	3904592	01/11/11	Arr-Maz Products L.P.
BINDERTEKK	4244561	11/20/12	Arr-Maz Products L.P.
BONDTEKK	4244360	11/20/12	Arr-Maz Products L.P.
ENCORE	2837336	04/27/04	Arr-Maz Products L.P.
FORTRESS	2845872	05/25/04	Arr-Maz Products L.P.
MICROFLEX	4032114	09/27/11	Road Science, LLC
MICROFLEX	4244370	11/20/12	Arr-Maz Products L.P.
MICROTEKK	4039048	10/11/11	Road Science, LLC
MICROTEKK	4244369	11/20/12	Arr-Maz Products L.P.
NOVALITE	3671684	08/25/09	Arr-Maz Products L.P.
RECYCLE PLUS	3224790	04/03/07	Arr-Maz Products L.P.
REFLEX	2514936	12/04/01	Arr-Maz Products L.P.
RESTORE	3304186	10/02/07	Arr-Maz Products L.P.
ROAD SCIENCE, LLC	3986600	06/28/2011	Arr-Maz Products L.P.
ROADARMOR	2444791	04/17/01	Arr-Maz Products L.P.
ROADSCIENCE.NET	3694703	10/13/09	Arr-Maz Products L.P.
ROADSCIENCE.NET	3738447	01/12/10	Arr-Maz Products L.P.
SEALTEKK	4050039	11/01/11	Arr-Maz Products L.P.
SEALTEKK	4244560	11/20/12	Arr-Maz Products L.P.
STRATA	2594595	07/16/02	Arr-Maz Products L.P.
STYLINK	2058183	04/29/97	Arr-Maz Products L.P.
SUMMIT	3230109	04/17/07	Arr-Maz Products L.P.

Trademark	Registration Number	Registration Date	Record Owner
TEKK	4035526	10/04/11	Road Science, LLC
ARRTEKK	4224739	10/16/12	Arr-Maz Products L.P.

United States Trademark Applications:

Trademark	Application Number	Date Filed	Record Owner
GALOGREEN	77883070	12/01/09	Arr-Maz Products, L.P.
ROAD SCIENCE and Design	85435824	09/29/11	Arr-Maz Products, L.P.
ROAD SCIENCE DIVISION OF ARMAZ CUSTOM CHEMICALS and Design	85435749	09/29/11	Arr-Maz Products, L.P.
TEKK	85390443	08/05/11	Arr-Maz Products, L.P.