

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE		12/28/2012	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	IONBOND AG fka IONBOND AG OLTEN		
Street Address:	Industriestrasse 211		
City:	4600 Olten		
State/Country:	SWITZERLAND		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1252141	BERNEX	
Registration Number:	1277845	BERNEX	
Registration Number:	1250763	BERNEX	
Registration Number:	3007195	BERNEX	
Registration Number:	2966211	BERNEX	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	39918.01		

CH \$140.00 1252141

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Timothy J. Lyden
Signature:	/Timothy J. Lyden/
Date:	12/28/2012

Total Attachments: 24

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DATED

28 December 2012

THE PERSONS LISTED IN SCHEDULE 1

- and -

CREDIT SUISSE AG
as Security Agent

GLOBAL DEED OF RELEASE



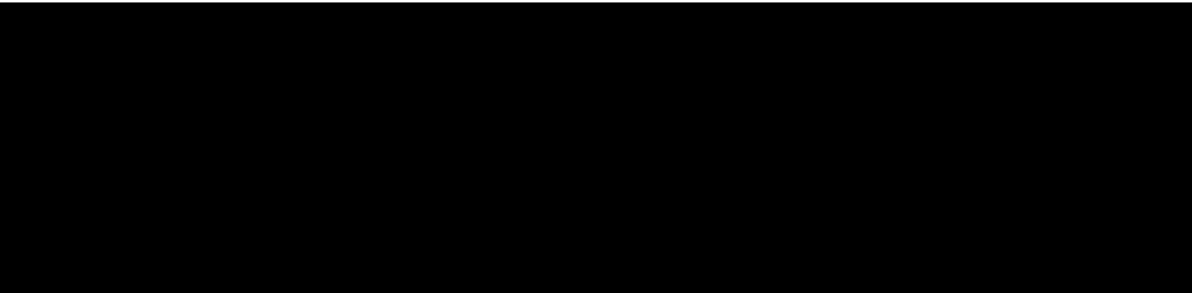
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U0017.00028
Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

CONTENTS

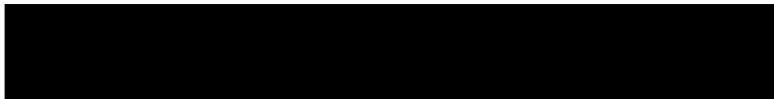
CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	2
2. RELEASE AND REASSIGNMENT	10
3. FURTHER ASSURANCE	16
4. AUTHORISATION	16
5. COSTS	17
6. COUNTERPARTS	17
7. NOTICES	17
8. GOVERNING LAW	17
9. PARTIAL VALIDITY	18
10. ENFORCEMENT	18

SCHEDULES

1. THE RELEASED COMPANIES	19
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8. US SECURITY DOCUMENT FILINGS	
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THIS DEED OF RELEASE is made on the 28 day of December 2012

BETWEEN:

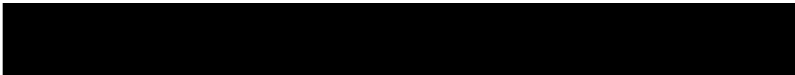
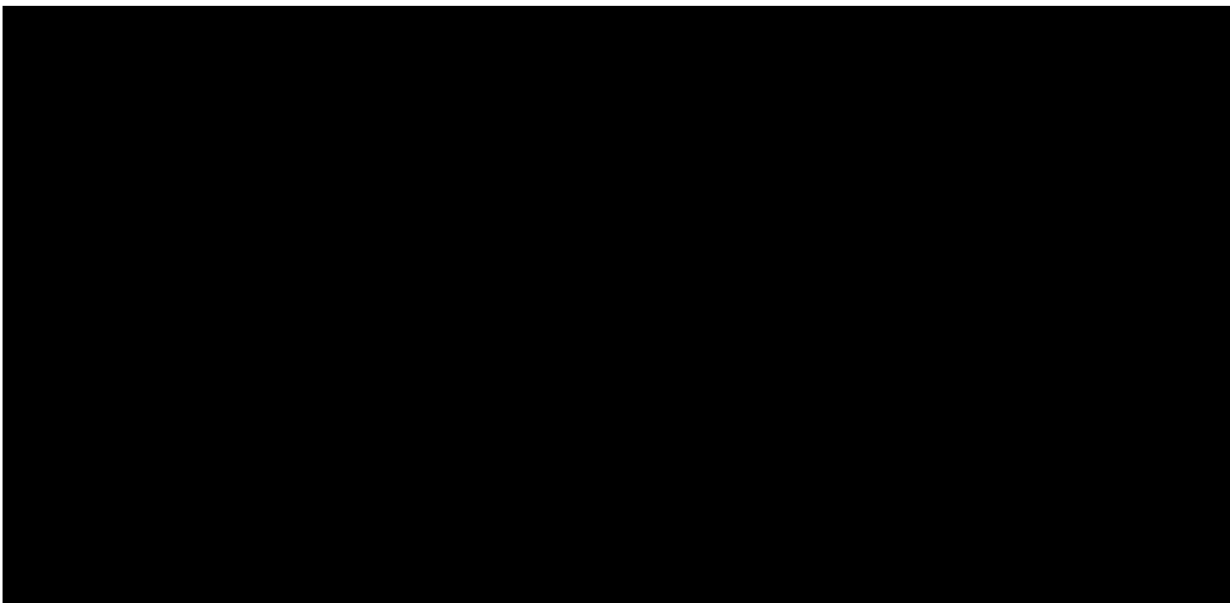
- (1) The persons listed in Schedule 1 (the "Released Companies"); and
- (2) Credit Suisse AG as Security Agent.

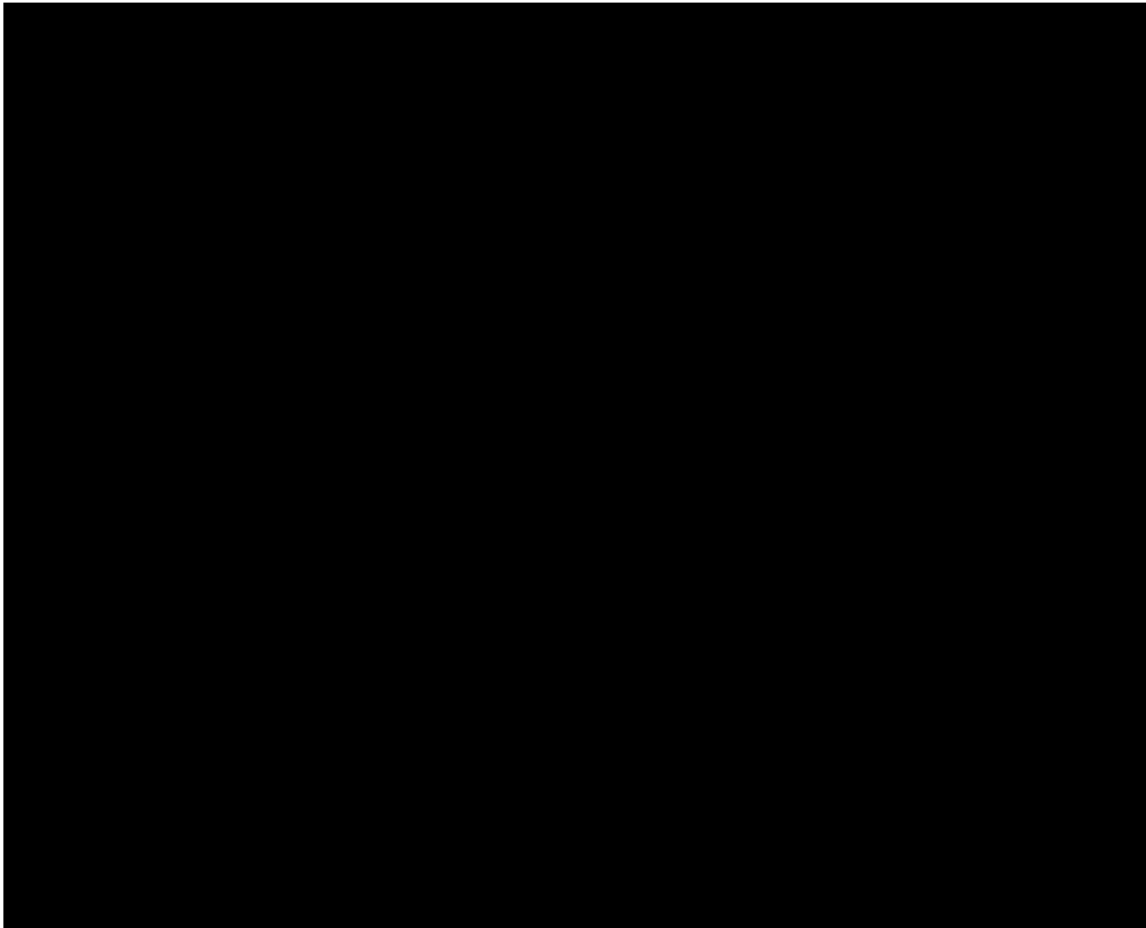
RECITALS:

- (A) The Security Agent was appointed as agent on behalf of each of the parties beneficially entitled to the Security provided under the Security Documents (the "Beneficiaries").
- (B) The Released Companies have requested that the Security Agent and the other Beneficiaries release them from all Security provided under the Security Documents and from all Guarantees. The Security Agent and the Beneficiaries have agreed to such releases on the terms and conditions of this Deed.
- (C) The Buyer and the Sellers have entered into an acquisition agreement (the "Acquisition Agreement") dated 25 September 2012 pursuant to which the Buyer has agreed to acquire the Sale Shares.
- (D) In consideration of the Buyer paying the amounts due and payable under the Senior Facilities Agreement and Mezzanine Facility Agreement in accordance with the terms of the Acquisition Agreement, the Beneficiaries (acting through and represented by the Security Agent) have agreed to discharge the Released Companies from all obligations and liabilities under the Security Documents and release the Security constituted under such documents in accordance with the terms of this Deed.

1. DEFINITIONS AND INTERPRETATION

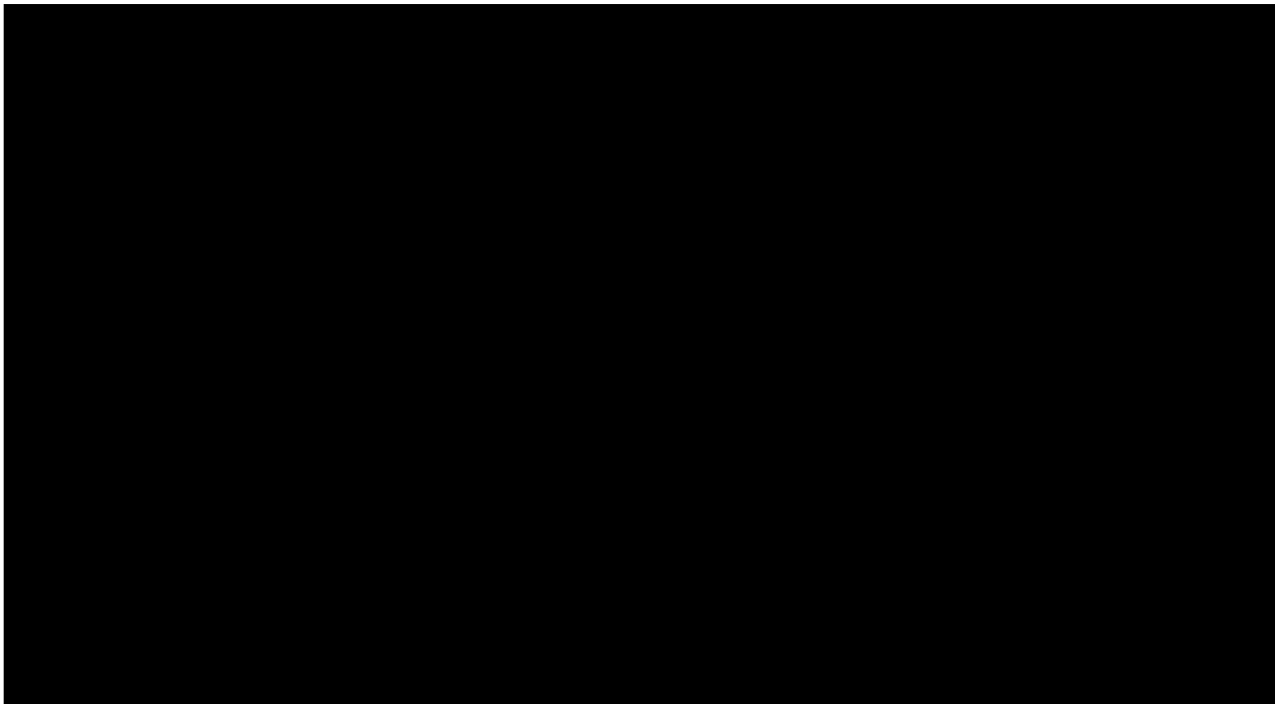
- 1.1 **Definitions:** In this Deed words and expressions used in the Senior Facilities Agreement (as defined below) shall have the same meanings when used in this Deed (including when used in the Recitals) and the following words and expressions have the meanings set out below:





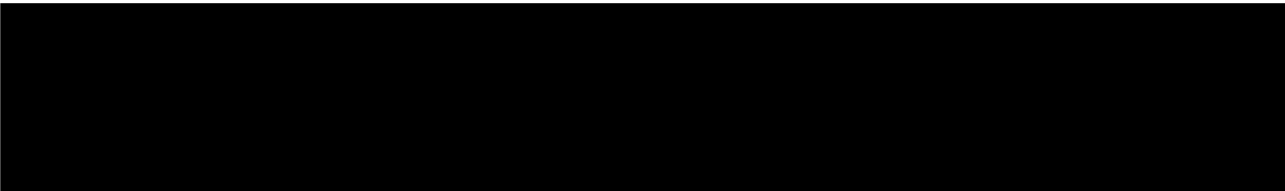
"Business Day" means a day (other than a Saturday or Sunday) on which banks are open during the whole day for general business in London and Zurich and:

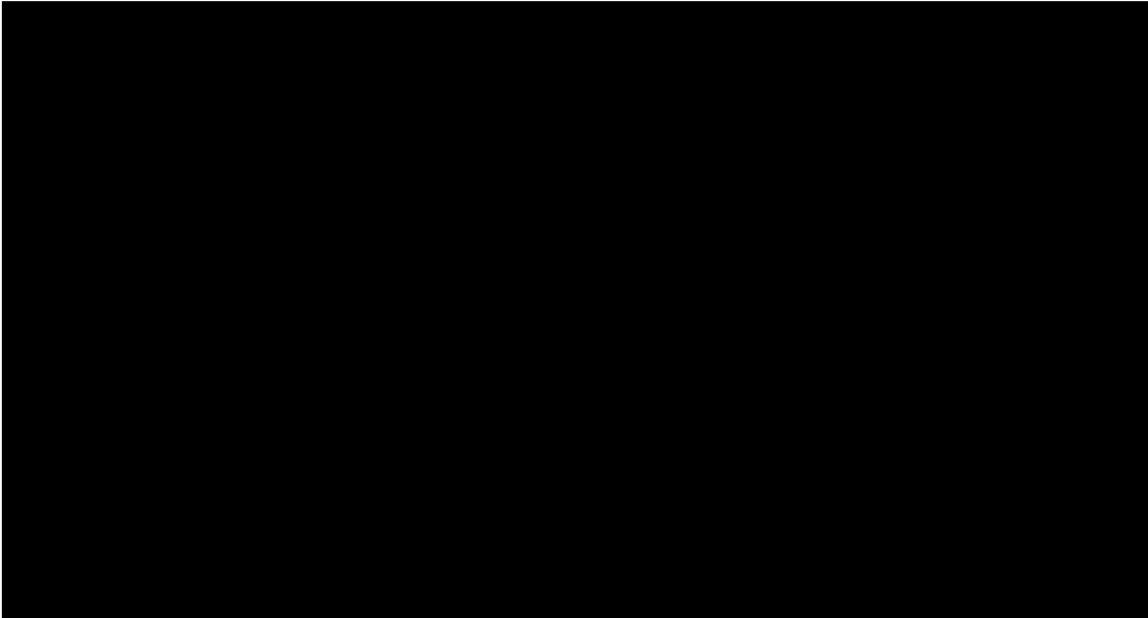
- (a) (in relation to any date for payment or purchase of a currency other than euro) also in the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) which is also a TARGET Day.



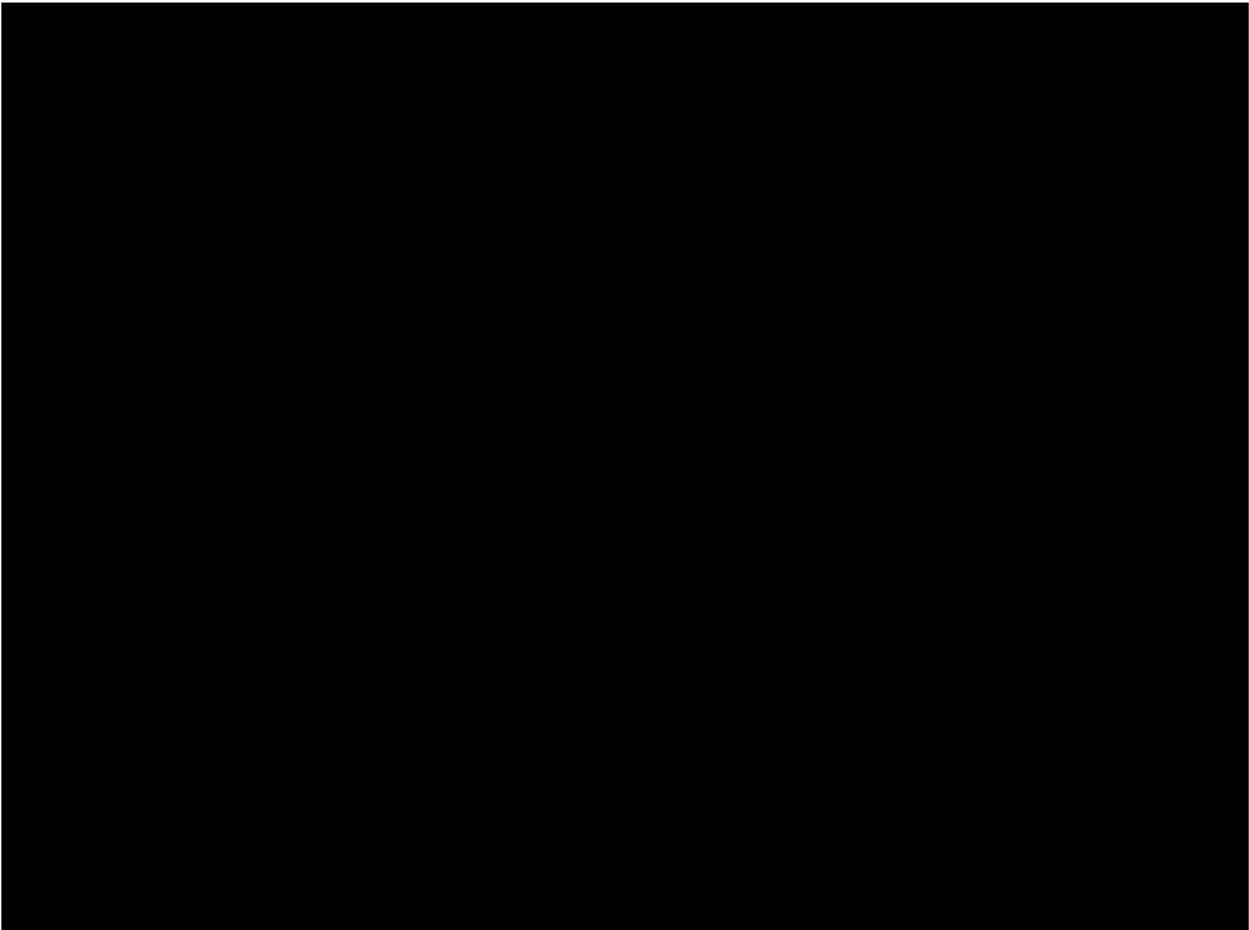


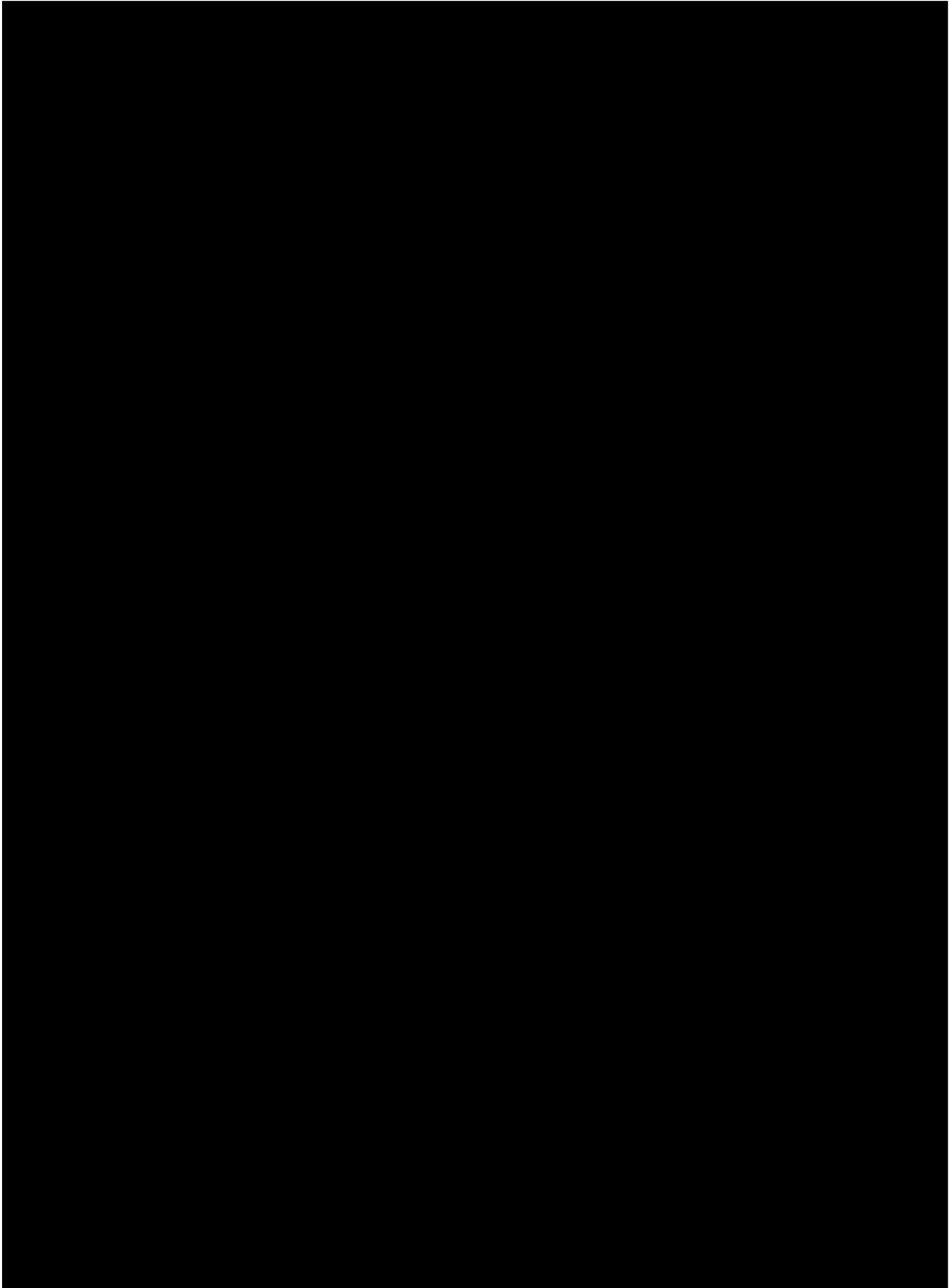
"Effective Date" means the date which is the latest of:

- (a) the date on which the Facility Agent receives the Senior Redemption Monies (other than, for the avoidance of doubt, the Credit Suisse Cash Collateral Amount referred to in (e) below) into the Senior Redemption Accounts;
 - (b) the date on which the Mezzanine Agent receives the Mezzanine Redemption Monies into the Mezzanine Redemption Account;
 - (c) the date on which Barclays Bank PLC receives copies of SWIFT confirmations from Credit Suisse AG confirming that instructions have been given by Credit Suisse AG to transfer the Barclays Hedge Close-out Costs (if any) to the Barclays Hedging Redemption Accounts;
 - (d) the date on which Credit Suisse AG receives the Credit Suisse Hedge Close-out Costs (if any) into the Credit Suisse Hedging Redemption Accounts; and
 - (e) the date on which Credit Suisse AG receives the Credit Suisse Cash Collateral Amount into the Credit Suisse Cash Collateral Account.
- 



"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

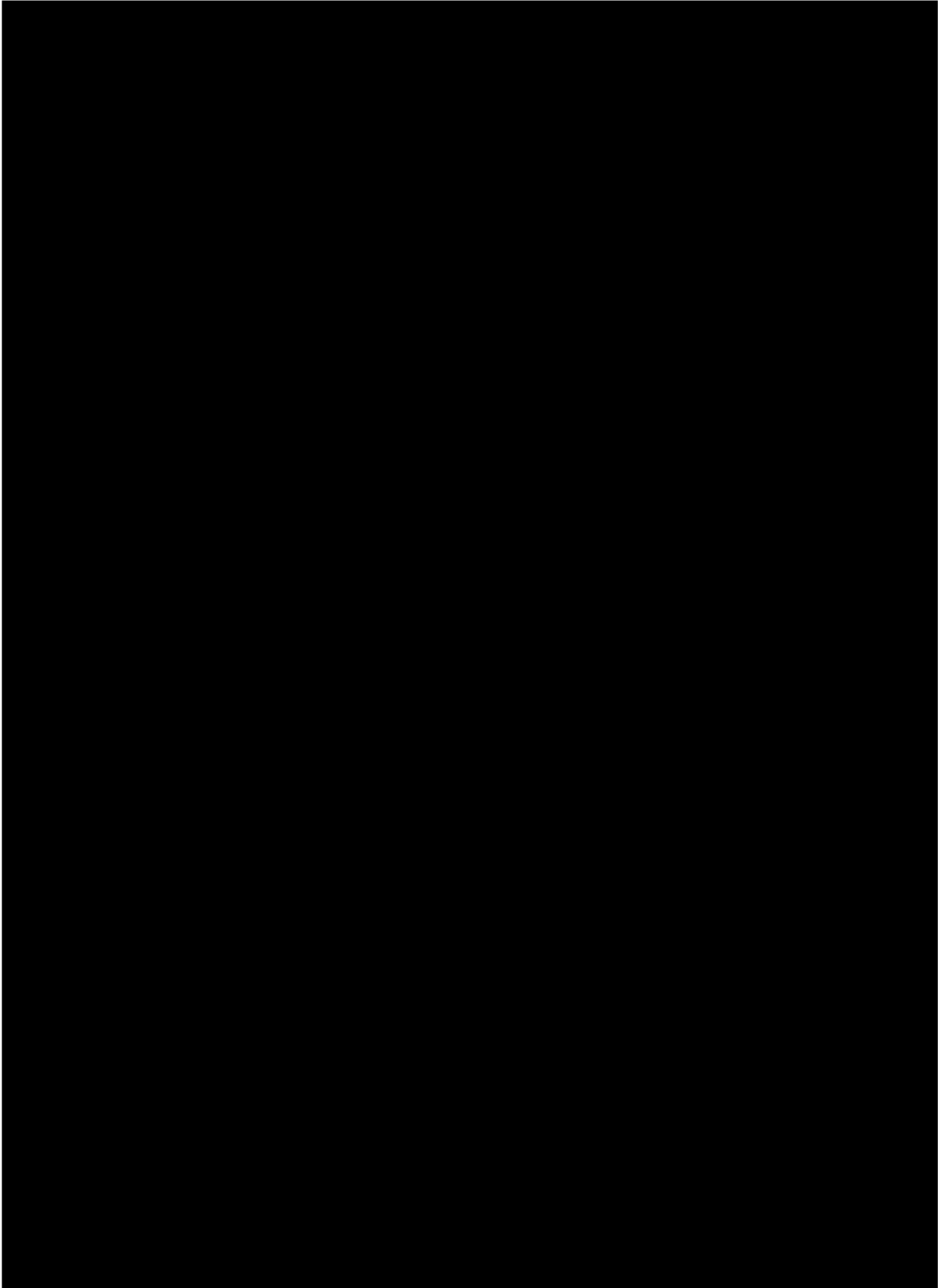




"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.



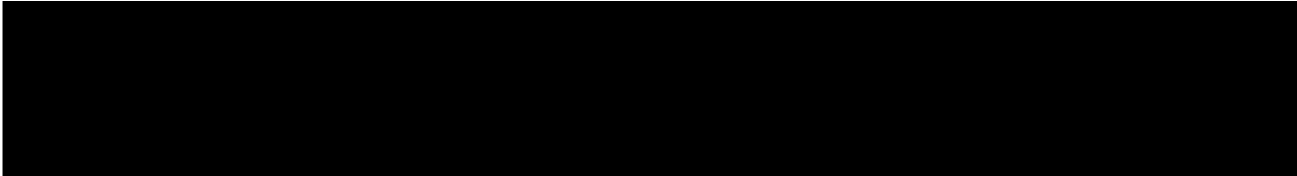
"Security Agent" means Credit Suisse AG acting as security agent and trustee for the Beneficiaries.





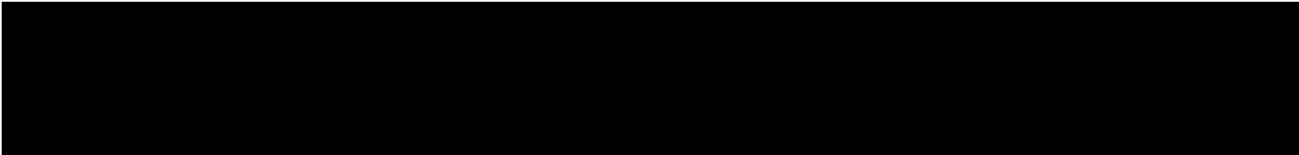
2. **RELEASE AND REASSIGNMENT**

2.1 **General**

- (a) Subject to Clauses 2.2 to 2.9 of this Deed and with effect from the Effective Date the Security Agent irrevocably and unconditionally:
- (i) releases all of the Released Companies' property, assets and undertakings from the Security constituted by the Security Documents;
 - (ii) reassigns all of the Released Companies' property, assets and undertakings assigned to the Security Agent by or pursuant to the Security Documents to the relevant Released Company;
 - (iii) discharges and releases all of the Released Companies from all their obligations to the Security Agent under the Security Documents in respect of the property, assets and undertakings secured under the Security Documents;
 - (iv) releases each of the Released Companies' Intellectual Property Rights, including but not limited to the Secured Trade Marks set out in Schedule 6 (*Secured Trade Marks*) and the Secured Patents set out in Schedule 7 (*Secured Patents*), from any and all Security held by the Security Agent over such Intellectual Property Rights, including but not limited to the Security constituted by the Security Documents; and
 - (v) releases each of the Released Companies from each Guarantee.
- (b) The foregoing general release and reassignment includes a release of all security interests within the meaning of the Uniform Commercial Code as in effect in any applicable jurisdiction in the United States.
- (c) In the event that any Released Company has granted security interests governed by English law in favour of the Security Agent which are not referred to in this paragraph (a) above (the "**Additional English Security Interests**"), with effect from the Effective Date, the Security Agent hereby releases any and all such Additional English Security Interests to such relevant Released Company (and re-assigns, re-transfers, assigns and discharges such Additional English Security Interests to such relevant Released Company, as the case may be), which hereby accepts such respective release (and re-assignment, re-transfer, assignment or discharge, as the case may be).
- 



2.7 Release of US Security Documents

- (a) The Security Agent shall (at the cost and expense, including legal fees, of the relevant Released Company) on the Effective Date (subject to Clause 2.7(b) (*Release of US Security Documents*)):
 - (i) submit for recording UCC-3 termination statements terminating all UCC-1 financing statements heretofore filed in the United States with respect to any Security as set out in Schedule 8 (*US Security Document filings*); and
 - (ii) submit for recording appropriate filings in the United States Copyright Office and the United States Patent and Trademark office terminating all filings heretofore made in those offices with respect to any of the Security Documents as set out in Schedule 8 (*US Security Document filings*).
 - (b) Notwithstanding the above, in the event that the Security Agent is unable to make any of the submissions under Clause 2.7(a) (*Release of US Security Documents*) on the Effective Date for reasons beyond the Security Agent's control (in the opinion of the relevant Released Company and the Security Agent, each acting reasonably), the Security Agent shall promptly make such submissions on the next Business Day after the Effective Date.
 - (c) If the Security Agent fails to make any of the foregoing filings in accordance with Clause 2.7(a) and (b) (*Release of US Security Documents*) above, the Released Companies are hereby authorised to do so in the name and on behalf of the Security Agent.
- 




3. **FURTHER ASSURANCE**

- 3.1 The Security Agent shall promptly execute all such deeds and documents and do all such assurances, acts and things as any Released Company may reasonably require in connection with the releases contained in Clause 2 (*Release and reassignment*) of this Deed, including, without limitation:
- (a) providing confirmation to the Released Companies substantially in the form of Schedule 10 (*Form of Effective Date Confirmation*) hereto that the Effective Date has occurred promptly on the Effective Date; and
 - (b) the production of all Title Documents.



4. **AUTHORISATION**

With effect from the Effective Date, the Security Agent authorises each of the Released Companies (jointly and severally) to:

- 
- (c) submit for filing in the applicable filing office (at the cost and expense of the Released Companies), in the name and on behalf of the Security Agent, any UCC-3 termination statements, mortgage discharges, intellectual property

[REDACTED]

releases and other releases necessary to effectuate the release of the security interests granted pursuant to Security Documents governed by the laws of a state, district or territory in the United States as set forth in Schedule 2 (*Security Documents*), unless any of the foregoing actions (i) would expose the Security Agent or any officer of the Security Agent to personal liability or (ii) would be contrary to applicable law or the Senior Facilities Agreement, the Mezzanine Facility Agreement and Security Documents.

5. **COSTS**

Unless otherwise provided in the foregoing provisions, the relevant Released Company shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees and any value added tax payable or similar tax thereof) reasonably incurred by the Security Agent in connection with any action taken pursuant to Clauses 2 (*Release and Reassignment*) and 3 (*Further Assurance*).

6. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Deed.

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 1

The Released Companies

Entity	Registered office	Registered number
English entities		
Bernex UK Limited	Unit 36 Number One Industrial Estate, Medomsley Road, Consett, County Durham DH8 6TS	03377355
Indigo AcquisitionCo Limited	Unit 36 Number One Industrial Estate, Medomsley Road, Consett, County Durham DH8 6TS	07170269
Indigo MidCo Limited	Unit 36 Number One Industrial Estate, Medomsley Road, Consett, County Durham DH8 6TS	07111828
Ionbond UK Limited	Unit 36 Number One Industrial Estate, Medomsley Road, Consett, County Durham DH8 6TS	01665506
Dutch entities		
Ionbond Netherlands B.V.	Groethofstraat 22 A, 5916 PB Venlo, The Netherlands	12026073
Ionbond Netherlands Holding B.V. (merged as disappearing entity with Ionbond Netherlands B.V. as surviving entity)	-	12055628
Swiss entities		
Ionbond AG (formerly known as IonBond AG Olten)	Industriestrasse 211, 4600 Olten, Switzerland	CH-249.3.000.126-5
Luxembourg entities		
IonBond S.à r.l.(now merged with Ionbond Luxembourg S.à r.l.)	5, rue Guillaume Kroll, L-1025 Luxembourg	B.101.100
Ionbond Luxembourg S.à r.l. (formerly known as SSCP Coatings S.à r.l.)	5, rue Guillaume Kroll, L-1881 Luxembourg	B.101.097
US entities		
IonBond Inc.	2711 Centerville Road Suite 400 Wilmington New Castle 19808 Delaware	3801491



IonBond, LLC	2711 Centreville Road Suite 400 Wilmington Delaware 19808	2394022
IonBond North America, LLC	2711 Centerville Road Suite 400 Wilmington Delaware 19808	3877979
Czech entities		
IonBond Czechia, s.r.o.	Humpolec, Central Trade Park D1 1574, Postcode 396 01, Czech Republic	26094908



[REDACTED]

SCHEDULE 8

US Security Document Filings

Security Filing/Recordation Date	Interest	Debtor	Secured Party	Filing Office	Registration No.
Dec. 1, 2004		IonBond Inc.	Credit Suisse	Delaware	43374230
Dec. 7, 2004		IonBond North America, LLC	Credit Suisse	Delaware	43446574
June 19, 2008		SSCP Coatings SaRL	Credit Suisse	District of Columbia	2008066647
Nov. 18, 2009		IonBond Inc.	Credit Suisse	Delaware	20093709737
Nov. 18, 2009		IonBond, LLC	Credit Suisse	Delaware	20093709760
Nov. 18, 2009		IonBond Inc.	Credit Suisse	Delaware	20093709778
June 11, 2004		IonBond AG Olten	Credit Suisse	USPTO	Mark: BERNEX; Reg. No. 1277845; 2870/0276
June 11, 2004		IonBond AG Olten	Credit Suisse	USPTO	Mark: BERNEX; Reg. No. 1252141; Reel/Frame 2870/0276
June 11, 2004		IonBond AG Olten	Credit Suisse	USPTO	Mark: BERNEX; Reg. No. 1250763; Reel/Frame 2870/0276
June 11, 2004		IonBond AG Olten	Credit Suisse	USPTO	Mark: BERNEX; Applic. Ser. No. 78220098; Reel/Frame 2870/0276
June 11, 2004		IonBond AG Olten	Credit Suisse	USPTO	Mark: BERNEX; Reg. No. 2966211; Reel/Frame 2870/0276
June 16, 2004		IonBond LLC	Credit Suisse	USPTO	Mark: DECOBOND; Reg. No. 2713764;



Security Filing/Recordation Date	Interest	Debtor	Secured Party	Filing Office	Registration No.
					Reel/Frame 2875/0344
June 16, 2004		IonBond LLC	Credit Suisse	USPTO	Mark: IONBOND; Reg. No. 2842113; Reel/Frame 2875/0344
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: SUPERTIN; Reg. No. 2145265; Reel/Frame 2875/0344 (cancelled)
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: MULTI-ARC; Reg. No. 1288241; Reel/Frame 2875/0344 (cancelled)
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: MULTI ARC; Reg. No. 1287665; Reel/Frame 2875/0344 (cancelled)
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: MULTI-ARC; Reg. No. 1287664; Reel/Frame 2875/0344 (cancelled)
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: ION BOND; Reg. No. 1320223; Reel/Frame 2875/0344 (expired)
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: GRAPHIT-IC; Reg. No. 2579364; Reel/Frame 2875/0344 (cancelled)
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: GLOBAL KNOW-HOW APPLIED LOCALLY; Reg. No. 2140855; Reel/Frame 2875/0344 (cancelled)





Security Filing/Recordation Date	Interest	Debtor	Secured Party	Filing Office	Registration No.
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: BLACK BOND; Reg No. 2184554; Reel/Frame 2875/0344 (cancelled)
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: MOST; Applic. No. 75/522669; Reel/Frame 2875/0344
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: MULTI ARC; Applic. No. 73/405266; Reel/Frame 2875/0344
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: TETRABOND; Applic. No. 75/975823; Reel/Frame 2875/0344
June 16, 2004		IonBond, LLC	Credit Suisse	USPTO	Mark: ULTRACAST; Reg. No. 2541528; Reel/Frame 2875/0344
Aug. 23, 2010		IonBond, LLC	Credit Suisse	USPTO	Mark: VANGUARD Reg. No. 3349423; Reel/Frame 4265/0288
Aug. 23, 2010		IonBond, LLC	Credit Suisse	USPTO	Mark: IONBOND Reg. No. 3992009; Reel/Frame 4265/0288
Aug. 31, 2010		IonBond, LLC	Credit Suisse	USPTO	Mark: YOU MAKE IT FIRST-WE MAKE IT LAST; Reg. No. 3843642; Reel/Frame 4270/0075
June 18, 2004		IonBond, LLC	Credit Suisse	USPTO	U.S. Patent No. 4790851; Reel/Frame 014743/0450
June 18, 2004		IonBond, LLC	Credit Suisse	USPTO	U.S. Patent No. 6274257; Reel/Frame 014743/0450
June 18, 2004		IonBond, LLC	Credit Suisse	USPTO	U.S. Patent Applic. No. 10/645972; Reel/Frame 01473/0849
June 18, 2004		IonBond, LLC	Credit Suisse	USPTO	U.S. Patent No. 5458754; Reel/Frame 014743/0450
June 18, 2004		IonBond, LLC	Credit Suisse	USPTO	U.S. Patent No. 6139964; Reel/Frame 014743/0450
Aug. 23, 2010		IonBond, Inc.	Credit Suisse	USPTO	U.S. Patent No. 7,393,589; Reel/ Frame 024864/0710
Aug. 23, 2010		IonBond, LLC	Credit Suisse	USPTO	U.S. Patent No. 6,991,219; Reel/ Frame





Security Filing/Recordation Date	Interest	Debtor	Secured Party	Filing Office	Registration No.
					024864/0585





EXECUTION PAGE

THE RELEASED COMPANIES

Signed for and on behalf of Bernex UK Limited acting by:

)

HAGGERTY

VAN DER KOLK

Director

Signed for and on behalf of Indigo AcquisitionCo Limited acting by:

)

Director

Signed for and on behalf of Indigo MidCo Limited acting by:

)

Director

Signed for and on behalf of Ionbond UK Limited acting by:

)

HAGGERTY

VAN DER KOLK

Director

Signed for and on behalf of Ionbond Netherlands B.V. acting by:

)

HAGGERTY

VAN DER KOLK

Director

TRADEMARK

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EXECUTION PAGE

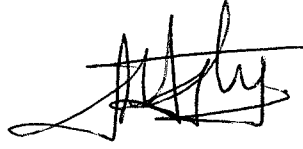
THE RELEASED COMPANIES

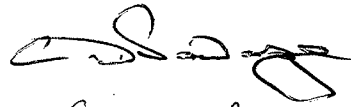
Signed for and on behalf of Bernex UK Limited acting by:)

Director

Signed for and on behalf of Indigo AcquisitionCo Limited acting by:)


Director

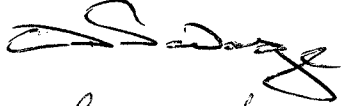

JOSEPH M. HAGGERTY


Cameron Savage

Signed for and on behalf of Indigo MidCo Limited acting by:)

Director


JOSEPH M. HAGGERTY


Cameron Savage

Signed for and on behalf of Ionbond UK Limited acting by:)

Director

Signed for and on behalf of Ionbond Netherlands B.V. acting by:)

Director



Signed for and on behalf of Ionbond
AG acting by:



)

HALBINANN

Stiegl

Director

Director/Secretary

Signed for and on behalf of Ionbond
Luxembourg S.à r.l. acting by:

)

ROBYN

HALBINANN

Chairman

Manager

Signed for and on behalf of IonBond
Inc. acting by:

)

Director

Signed for and on behalf of
IonBond, LLC acting by:

)

Director

Signed for and on behalf of IonBond
North America, LLC acting by:

)

Director





Signed for and on behalf of Ionbond)
AG acting by:


Director
Director/Secretary

Signed for and on behalf of Ionbond)
Luxembourg S.à r.l. acting by:

Chairman
Manager


Signed for and on behalf of IonBond)
Inc. acting by:

Director


Timothy P. Hogan


Signed for and on behalf of)
IonBond, LLC acting by:

Director


Timothy P. Hogan

Signed for and on behalf of IonBond)
North America, LLC acting by:

Director


Timothy P. Hogan





Signed for and on behalf of IonBond
Czechia, s.r.o acting by:

)

VAN DER KOLK

Director

THE SECURITY AGENT

Executed and Delivered as a
Deed by Crédit Suisse AG acting
by:

)

Authorised signatory

In the presence of

Witness's name:

Witness's address:

Witness's occupation:





Signed for and on behalf of IonBond)
Czechia, s.r.o acting by:

Director

THE SECURITY AGENT

Executed and Delivered as a)
Deed by Credit Suisse AG acting
by:


Evelyne Wacker


Claudio Borla

Authorised signatory

In the presence of

Witness's name: Christoph Schmid

Witness's address:



Witness's occupation:

Head Special Credit Solutions
Credit Suisse

