

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
Houghton International Inc.		12/20/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as U.S. Collateral Agent
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	39155	IRONSIDES
Registration Number:	134443	SUPER-KOOL
Registration Number:	146255	HYDROLUBRIC
Registration Number:	525184	DRAWSOL
Registration Number:	504635	STURACO
Registration Number:	510570	THREDKUT
Registration Number:	811996	EXCELENE
Registration Number:	806618	ROLKLEEN
Registration Number:	887747	DASCOOL
Registration Number:	1144661	KLEEN-TIN
Registration Number:	1701337	STUART
Registration Number:	3461441	TEMPERSHIELD
Registration Number:	3042549	ROLLCOOL

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Registration Number:	539813	THERMEX
Registration Number:	541639	DASCO
Registration Number:	1636630	ROLLSHIELD
Registration Number:	2518398	HYDRODRAW

CORRESPONDENCE DATA

Fax Number: 2122305199
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-318-6518
Email: terrenceboyle@paulhastings.com
Correspondent Name: Terrence G. Boyle c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00069

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Terrence G. Boyle

Signature: /Terrence G. Boyle/

Date: 01/11/2013

Total Attachments: 3
source=Houghton International Inc. US Trademark Security Agreement (executed)#page1.tif
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FORM OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Houghton International Inc., a Pennsylvania corporation (the “Grantor”) with principal offices at 945 Madison Ave., Norristown, PA 19403, hereby grants to Royal Bank of Canada, as U.S. Collateral Agent, with principal offices at Royal Bank of Canada, 20 King Street West, 4th Floor, Toronto, ON, M5H 1C4 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the U.S. Guaranty and Collateral Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; it being understood that with respect to United States intent-to-use trademark applications included in the Trademarks, the grant of the security interest hereunder shall not apply until and unless a statement of use or an amendment to allege use has been filed and accepted by the United States Patent and Trademark Office.

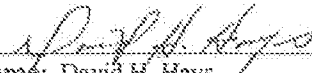
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the U.S. Guaranty and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 20, 2012 (as amended, modified, restated and/or supplemented from time to time, the “U.S. Guaranty and Collateral Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the U.S. Guaranty and Collateral Agreement. The rights and remedies of the parties hereto with respect to the security interest granted herein are as set forth in the U.S. Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the U.S. Guaranty and Collateral Agreement, the provisions of the U.S. Guaranty and Collateral Agreement shall govern. This Grant shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

HOUGHTON INTERNATIONAL INC., Grantor

By: 
Name: David H. Hays
Title: Vice President

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
IRONSIDES (Stylized)	39155	10/28/1902
SUPER-KOOL (Stylized)	134443	08/31/1920
HYDROLUBIC and Design	146255	09/06/1921
DRAWSOL (Stylized)	525184	05/16/1950
STURACO	504635	12/07/1948
THREDKUT	510570	06/07/1949
EXCELENE	811996	08/02/1966
ROLKLEEN	806618	04/05/1966
DASCOOL	887747	03/17/1970
KLEEN-TIN	1144661	12/30/1980
STUART and Design	1701337	07/21/1992
TEMPERSHIELD	3461441	07/08/2008
ROLLCOOL	3042549	01/10/2006
THERMEX (Stylized)	539813	03/27/1951
DASCO	541639	05/01/1951
ROLLSHIELD	1636630	05/05/1991
HYDRODRAW	2518398	12/11/2001