

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	First Amendment to Patent, Trademark and Copyright Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	POLYMER PRODUCTS COMPANY, INC.		01/31/2013	CORPORATION: PENNSYLVANIA
	CRYSTAL, INC. - PMC		01/31/2013	CORPORATION: DELAWARE
	LENCO INC. - PMC		01/31/2013	CORPORATION: DELAWARE
	PMC BIOGENIX, INC.		01/31/2013	CORPORATION: DELAWARE
	PMC ORGANOMETALLIX, INC.		01/31/2013	CORPORATION:
	PMC GROUP N.A., INC.		01/31/2013	CORPORATION: DELAWARE
	PMC CINCINNATI, INC.		01/31/2013	CORPORATION:
RECEIVING PARTY DATA				
Name:	PNC BANK, NATIONAL ASSOCIATION			
Street Address:	1600 MARKET STREET			
City:	PHILADELPHIA			
State/Country:	PENNSYLVANIA			
Postal Code:	19103			
Entity Type:	Bank: UNITED STATES			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	2780590	ADVALUBE	
	Registration Number:	1704503	ADVAPAK	
	Registration Number:	0568044	ADVASTAB	
	Registration Number:	0879332	ADVAWAX	
	Registration Number:	0439076	ADVAWAX	
CORRESPONDENCE DATA				
Fax Number:	2158648999			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>				

CH \$140.00 2780590

via US Mail.

Phone: 215.864.8310
Email: millersm@ballardspahr.com, NagyA@ballardspahr.com,
shorem@ballardspahr.com
Correspondent Name: Steven M. Miller
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	00134298
NAME OF SUBMITTER:	Steven M. Miller
Signature:	/Steven M. Miller/
Date:	02/05/2013

Total Attachments: 10

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**FIRST AMENDMENT TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

This First Amendment to Patent, Trademark and Copyright Security Agreement (as amended, modified, replaced, substituted for, superseded or restated from time to time, the "Amendment"), dated as of January 31, 2013 is entered into by and among **POLYMER PRODUCTS COMPANY, INC., CRYSTAL, INC. – PMC, Lenco INC. – PMC, PMC BIOGENIX, INC., PMC ORGANOMETALLIX, INC., PMC GROUP N.A., INC., PMC CINCINNATI, INC. ("Cincinnati") AND EACH OF THE OTHER SUBSIDIARIES WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "Pledgor") and collectively the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders under the Credit Agreement (as defined below) and for any other Secured Party (as defined below).

WITNESSETH THAT:

WHEREAS, pursuant to that certain Credit Agreement (as amended, modified, replaced, substituted for, superseded or restated from time to time, the "Credit Agreement") dated September 28, 2012 by and among Polymer Products Company, Inc., Crystal, Inc. – PMC, Lenco Inc. – PMC, PMC Biogenix, Inc., and PMC Organometallix, Inc. (collectively, the "Borrowers"), PMC Group N.A., Inc. and each of the other Guarantors now or hereafter party thereto, the Administrative Agent and the Lenders now or hereafter party thereto (collectively, the "Lenders"), the Lenders have agreed to make certain loans to the Borrowers and issue or participate in certain letters of credit for the account of the Borrowers;

WHEREAS, Cincinnati desires to join into the Credit Agreement and each of the other Loan Documents (as defined in the Credit Agreement) including the Patent, Trademark and Copyright Security Agreement, as defined below; and

WHEREAS each Pledgor (other than Cincinnati) and the Administrative Agent entered into a certain Patent, Trademark and Copyright Security Agreement dated as of September 28, 2012 (as amended, modified, replaced, substituted for, superseded or restated from time to time, the "Patent, Trademark and Copyright Security Agreement").

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Defined Terms. Except as otherwise expressly provided herein, (i) capitalized terms used in this Amendment shall have the respective meanings assigned to them in the Patent, Trademark and Copyright Security Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Amendment. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania, as amended from time to time (the "Code").

2. Supplement to Schedule A. Schedule A to the Patent, Trademark and Copyright Security Agreement is hereby supplemented by adding the Patents, Trademarks and Copyrights listed on Schedule 1 attached to this Amendment. All references to Schedule A in the Patent, Trademark and Copyright Security Agreement shall mean Schedule A as supplemented by Schedule 1 to this Amendment.

3. Grant and Reaffirmation of Security Interest.

(a) To secure the full payment and performance of all Secured Obligations, each Pledgor (other than Cincinnati) hereby confirms its prior grant of a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

(b) To secure the full payment and performance of all Secured Obligations, Cincinnati hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of Cincinnati in and to all of Cincinnati's Patent, Trademarks and Copyrights.

4. Representations and Warranties. Each Pledgor, jointly and severally represents and warrants that each of the representations and warranties set forth in Section 3 of the Patent, Trademark and Copyright Security Agreement applicable to such Pledgor is true and correct on and as of the date hereof (a) in the case of representations and warranties qualified by materiality, in all respects and (b) otherwise, in all material respects (except to the extent that such representations and warranties relate to an earlier date in which case such representations and warranties that expressly relate to an earlier date are true and correct, in the case of such representations and warranties qualified by materiality, in all respects, and otherwise in all material respects, as of such earlier date).

5. No Waiver; Ratification. The execution, delivery and performance of this Amendment shall not (a) operate as a waiver of any right, power or remedy of any Secured Party under the Patent, Trademark and Copyright Security Agreement, or (b) constitute a waiver of any provision thereof. Except as expressly modified hereby, all terms, conditions and provisions of the Patent, Trademark and Copyright Security Agreement shall remain in full force and effect and are hereby ratified and confirmed by each Pledgor. Nothing contained herein constitutes an agreement or obligation by the Administrative Agent or any Secured Party to grant any further amendments to the Patent, Trademark and Copyright Security Agreement or the agreements and documents executed in connection therewith.

6. Joint and Several Liability. Each of the obligations and additional liabilities of each and every Pledgor under this Amendment are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Secured Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent, the Lenders and the other Secured Parties to make the Loans and other extensions of credit, and that the Administrative Agent, the Lenders and the other Secured Parties are relying on such waiver in extending such credit. The undertakings of each Pledgor

hereunder secure the obligations of the Borrowers and the other Loan Parties. The Administrative Agent may, in its sole discretion, elect to enforce this Amendment against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent shall not be a defense to any action the Administrative Agent may elect to take against any Pledgor. The Administrative Agent hereby reserves all rights against each Pledgor.

7. Severable. The provisions of this Amendment are intended to be severable. If any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8. Successors and Assigns. The benefits and burdens of this Amendment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

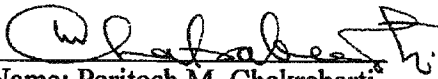
9. Governing Law. This Amendment shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

10. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent of a signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

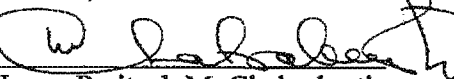
[SIGNATURES PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Amendment shall constitute a sealed instrument.

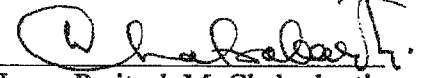
POLYMER PRODUCTS COMPANY, INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

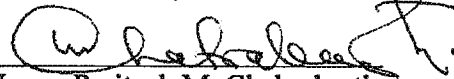
CRYSTAL, INC. - PMC

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

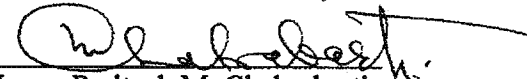
LENCO, INC. - PMC

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

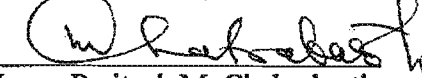
PMC BIOGENIX, INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

PMC ORGANOMETALLIX, INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

PMC CINCINNATI, INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer


Signature Page S-1
to

First Amendment to Patent, Trademark and Copyright Security Agreement

DMEAST #16253109

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PMC GROUP N.A., INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

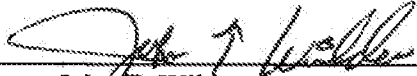
Signature Page S-2
to

First Amendment to Patent, Trademark and Copyright Security Agreement

DMEAST #16253109

TRADEMARK
REEL: 004955 FRAME: 0845

**PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent**

By: 
Name: John T. Wilden
Title: Senior Vice President

Signature Page S-3
to

First Amendment to Patent, Trademark and Copyright Security Agreement

DMEAST #16253109

TRADEMARK
REEL: 004955 FRAME: 0846

**SCHEDULE 1
TO
FIRST AMENDMENT TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

I. Copyrights

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.			

II. Copyright Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
None.			

III. Copyright Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				

IV. Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
PMC Cincinnati, Inc.	USA	5332772	May 5, 2013
PMC Cincinnati, Inc.	USA	5536767	August 25, 2014
PMC Cincinnati, Inc.	USA	6462116	September 16, 2018 (case reference 2211-28-01)
PMC Cincinnati, Inc.	USA	6462116	September 16, 2018 (case reference 2211-28-24)
PMC Cincinnati, Inc.	USA	5470995	June 29, 2013
PMC Cincinnati, Inc.	USA	6777467	May 10, 2015
PMC Cincinnati, Inc.	USA	6573318	May 10, 2015
PMC Cincinnati, Inc.	USA	6610218	May 10, 2015
PMC Cincinnati, Inc.	USA	6326518	May 10, 2015

PMC Cincinnati, Inc.	USA	6559214	May 10, 2015
PMC Cincinnati, Inc.	USA	6790892	May 10, 2015
PMC Cincinnati, Inc.	USA	6537466	May 10, 2015
PMC Cincinnati, Inc.	USA	6548707	May 10, 2015
PMC Cincinnati, Inc.	USA	6232380	May 10, 2015
PMC Cincinnati, Inc.	USA	6706792	May 10, 2015
PMC Cincinnati, Inc.	USA	6528566	May 10, 2015
PMC Cincinnati, Inc.	USA	6743840	May 10, 2015
PMC Cincinnati, Inc.	USA	5786399	December 26, 2016
PMC Cincinnati, Inc.	USA	5753719	December 26, 2016
PMC Cincinnati, Inc.	USA	5710188	December 26, 2016
PMC Cincinnati, Inc.	USA	5866625	March 19, 2017
PMC Cincinnati, Inc.	USA	5783613	March 19, 2017
PMC Cincinnati, Inc.	USA	6258880	November 25, 2018
PMC Cincinnati, Inc.	USA	6846861	October 13, 2018
PMC Cincinnati, Inc.	USA	6897254	December 6, 2021
PMC Cincinnati, Inc.	USA	7112622	March 7, 2022
PMC Cincinnati, Inc.	USA	7105109	May 10, 2015
PMC Cincinnati, Inc.	USA	7025904	May 10, 2015
PMC Cincinnati, Inc.	USA	7109261	May 10, 2015
PMC Cincinnati, Inc.	USA	7488433	July 30, 2024
PMC Cincinnati, Inc.	USA	7531587	August 31, 2005

V. Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
None.			

VI. Patent Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				

VII. Trademarks

A. ACTIVE U.S. TRADEMARK REGISTRATIONS:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
PMC Cincinnati, Inc.	ADVALUBE	2780590	11/4/2003	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 11/4/2013
PMC Cincinnati, Inc.	ADVAPAK	1704503	8/4/1992	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 8/4/2022
PMC Cincinnati, Inc.	ADVASTAB	0568044	12/16/1952	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 12/16/2022
PMC Cincinnati, Inc.	ADVAWAX	0879332	10/28/1969	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 10/28/2019
PMC Cincinnati, Inc.	ADVAWAX	0439076	6/1/1948	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 6/1/2018

B. INACTIVE U.S. TRADEMARK REGISTRATIONS:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
None.				

VIII. Trademark Applications

A. ACTIVE U.S. TRADEMARK APPLICATIONS

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Status</u>
None.				

B. INACTIVE U.S. TRADEMARK APPLICATIONS

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Status</u>
None.				

IX. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				

X. Trade Names

None.