

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornerstone Chemical Company		03/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	750 N. Saint Paul Place		
Internal Address:	Suite 1750		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4116126	CORNERSTONE CHEMICAL COMPANY	
Registration Number:	4195653	CORNERSTONE CHEMICAL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	Proskauer Rose LLP		
Address Line 1:	11 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	39567-020		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$65.00 4116126

Date:

03/08/2013

Total Attachments: 5

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of March 8, 2013, by Cornerstone Chemical Company, a Delaware corporation (the "Grantor"), in favor of Wells Fargo Bank, National Association, as Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations.

**W I T N E S S E T H :**

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 8, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Notes Security Agreement") among Cornerstone Chemical Company, a Delaware corporation, the Grantors from time to time party thereto, and Wells Fargo Bank, National Association as Secured Notes Collateral Agent.

The Grantor is required to execute and deliver to the Secured Notes Collateral Agent this Trademark Security Agreement for the benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.
3. **NOTES SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation of the security interests granted to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Parties, pursuant to the Notes Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted

hereby are more fully set forth in the Notes 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 Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

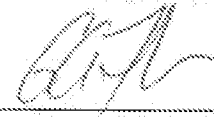
4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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**CORNERSTONE CHEMICAL COMPANY**

By: \_\_\_\_\_



Name: Greg Zoglio


Title: Chief Executive Officer

*Trademark Security Agreement*

**TRADEMARK  
REEL: 004978 FRAME: 0612**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Secured Notes Collateral Agent

By:   
Name: Patrick Giordano  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cornerstone Chemical Company	CORNERSTONE CHEMICAL COMPANY	United States	4,116,126	March 20, 2012
Cornerstone Chemical Company	CORNERSTONE CHEMICAL COMPANY AND DESIGN	United States	4,195,653	August 21, 2012