

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Al Chem & Cy US AcquiCo, Inc.		04/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Foreign Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 31		
Property Type	Number	Word Mark
Registration Number:	0760885	AEROTEX
Registration Number:	0705401	AEROTEX
Registration Number:	0753515	AEROTEX
Registration Number:	0355205	BECKAMINE
Registration Number:	0355739	BECKAMINE
Registration Number:	1105378	CYCAT
Registration Number:	2820914	CYCAT
Registration Number:	0741478	CYMEL
Registration Number:	0822212	CYMEL
Registration Number:	0640869	CYMEL
Registration Number:	0794244	CYREZ
Registration Number:	1017235	CYREZ
Registration Number:	1038621	EBECRYL
Registration Number:	3741071	EBECRYL LEO

CH \$790.00 0760885

Registration Number:	0732611	MELMAC
Registration Number:	0773434	MELURAC
Registration Number:	0720849	MODAFLOW
Registration Number:	0999461	MULTIFLOW
Registration Number:	2004430	PC 1344
Registration Number:	2004431	PC 1644
Registration Number:	0651038	PC-1244
Registration Number:	2607042	PC-1844
Registration Number:	1885515	POWDERLINK
Registration Number:	1453768	TMI
Registration Number:	1453767	TMXDI
Registration Number:	0434867	UFORMITE
Registration Number:	0431652	UFORMITE
Registration Number:	1419624	URAC
Registration Number:	2063280	UVACURE
Registration Number:	1031868	UVECRYL
Registration Number:	1604220	VANCRYL

CORRESPONDENCE DATA

Fax Number: 6502138158
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6502130300
Email: iprecordations@whitecase.com
Correspondent Name: White & Case LLP / Christina Ishihara
Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1408589-0008
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	04/03/2013

Total Attachments: 6
source=TM Security Agreement-2nd Lien#page1.tif
source=TM Security Agreement-2nd Lien#page2.tif
source=TM Security Agreement-2nd Lien#page3.tif
source=TM Security Agreement-2nd Lien#page4.tif
source=TM Security Agreement-2nd Lien#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THE TAKING OF THIS DOCUMENT OR ANY CERTIFIED COPY OR ANY DOCUMENT CONSTITUTING SUBSTITUTE DOCUMENTATION THEREOF, INCLUDING WRITTEN CONFIRMATIONS OR REFERENCES THERETO, INTO THE REPUBLIC OF AUSTRIA, MAY CAUSE THE IMPOSITION OF AUSTRIAN STAMP DUTY. PRIOR TO THE EXECUTION OF THIS DOCUMENT OR THE TAKING OF THIS DOCUMENT OR ANY CERTIFIED COPY OR ANY DOCUMENT CONSTITUTING SUBSTITUTE DOCUMENTATION THEREOF INTO THE REPUBLIC OF AUSTRIA LEGAL ADVICE AS TO AUSTRIAN LAW SHOULD BE SOUGHT.

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of April 3, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), among AI Chem & Cy US AcquiCo, Inc. (the “**Grantors**”) and Deutsche Bank AG New York Branch, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien US Pledge and Security Agreement, dated as of April 3, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**US Security Agreement**”), among AI Chem & Cy US AcquiCo, Inc., a Delaware corporation (the “**Borrower**”), AI Chem & Cy US HoldCo, Inc., a Delaware corporation, the other US Subsidiary Parties from time to time party thereto and the Collateral Agent. The Second Lien Lenders have extended credit to the Borrower and AI Chem & Cy S.C.A., a *société en commandite par actions* organized and established under the laws of Luxembourg (the “**Lux Guarantor**”) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of April 3, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), by and among, *inter alios*, the Lux Guarantor, the Borrower, AI Chem (Luxembourg) Intermediate S.à.r.l., a *société à responsabilité limitée* organized and established under the laws of Luxembourg, AI Chem S.à.r.l., a *société à responsabilité limitée* organized and established under the laws of Luxembourg, the Lenders from time to time party thereto and the Collateral Agent. Consistent with the requirements of Section 5.12 of the Second Lien Credit Agreement and pursuant to and in accordance with Section 4.03(c) of the US Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the US Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the US Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those material Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and

E. all proceeds of and rights associated with the foregoing.

SECTION 3. **US Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the US Security Agreement, the terms of the US Security Agreement shall govern.

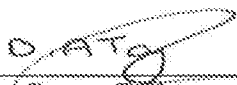
SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALCHEM & CY US ACQUICO, INC.

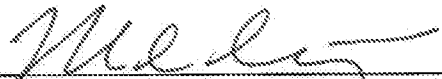
By:



Name: Duncan Taylor
Title: Treasurer and Chief Financial Officer

(Signature Page to Second Lien Trademark Security Agreement)

TRADEMARK
REEL: 004997 FRAME: 0363

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Michael Getz
Title: Vice President

By: 
Name: Marcus M. Jarrington
Title: Director

Schedule I

TRADEMARKS

REGISTERED OWNER	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
AI Chem & Cy US AcquiCo, Inc.	AEROTEX	760885	03 Dec 1963
AI Chem & Cy US AcquiCo, Inc.	AEROTEX	0705401	11 Oct 1960
AI Chem & Cy US AcquiCo, Inc.	AEROTEX	753515	30 Jul 1963
AI Chem & Cy US AcquiCo, Inc.	BECKAMINE	355205	08 Mar 1938
AI Chem & Cy US AcquiCo, Inc.	BECKAMINE	355739	29 Mar 1938
AI Chem & Cy US AcquiCo, Inc.	CYCAT	1105378	07 Nov 1978
AI Chem & Cy US AcquiCo, Inc.	CYCAT	2820914	09 Mar 2004
AI Chem & Cy US AcquiCo, Inc.	CYMEL	741478	04 Dec 1962
AI Chem & Cy US AcquiCo, Inc.	CYMEL	822212	17 Jan 1967
AI Chem & Cy US AcquiCo, Inc.	CYMEL	640869	05 Feb 1957
AI Chem & Cy US AcquiCo, Inc.	CYREZ	0794244	17 Aug 1965
AI Chem & Cy US AcquiCo, Inc.	CYREZ	1017235	05 Aug 1975
AI Chem & Cy US AcquiCo, Inc.	EBECRYL	1038621	04 May 1976
AI Chem & Cy US AcquiCo, Inc.	EBECRYL LEO	3741071	19 Jan 2010
AI Chem & Cy US AcquiCo, Inc.	MELMAC	0732611	12 Jun 1962
AI Chem & Cy US AcquiCo, Inc.	MELURAC	773434	21 Jul 1964
AI Chem & Cy US AcquiCo, Inc.	MODAFLOW	720849	05 Sep 1961
AI Chem & Cy US AcquiCo, Inc.	MULTIFLOW	999461	17 Dec 1974
AI Chem & Cy US AcquiCo, Inc.	PC 1344	2004430	01 Oct 1996
AI Chem & Cy US AcquiCo, Inc.	PC 1644	2004431	01 Oct 1996
AI Chem & Cy US AcquiCo, Inc.	PC-1244	651038	03 Sep 1957

REGISTERED OWNER	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
AI Chem & Cy US AcquiCo, Inc.	PC-1844	2607042	13 Aug 2002
AI Chem & Cy US AcquiCo, Inc.	POWDERLINK	1885515	21 Mar 2005
AI Chem & Cy US AcquiCo, Inc.	TMI	1453768	25 Aug 1987
AI Chem & Cy US AcquiCo, Inc.	TMXDI	1453767	25 Aug 1987
AI Chem & Cy US AcquiCo, Inc.	UFORMITE	434867	09 Dec 1987
AI Chem & Cy US AcquiCo, Inc.	UFORMITE	431652	29 Jul 1987
AI Chem & Cy US AcquiCo, Inc.	URAC	1419624	09 Dec 1986
AI Chem & Cy US AcquiCo, Inc.	UVACURE	2063280	20 May 1997
AI Chem & Cy US AcquiCo, Inc.	UVECRYL	1031868	03 Feb 1976
AI Chem & Cy US AcquiCo, Inc.	VANCRYL	1604220	03 Jul 1990

TRADEMARK APPLICATIONS

None.