

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
Pathway Polymers Inc.		04/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3246280	GOT FLATS?
Registration Number:	3161131	FLATPROOF TIRES
Serial Number:	85917797	
Registration Number:	4137135	BINDERBOND
Registration Number:	3605740	PATHWAYPOLYMERS
Registration Number:	3763767	TYRBOND
Registration Number:	3599153	PATHWAY POLYMERS
Registration Number:	3562737	LYNERBOND
Registration Number:	1654121	TYRLYNER
Registration Number:	1054123	TYRFIL

CORRESPONDENCE DATA

Fax Number: 3128637806
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900254093

**TRADEMARK
 REEL: 005019 FRAME: 0382**

OP \$265.00 3246280

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4975.277

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

05/01/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2013, by Pathway Polymers Inc., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 26, 2012, by and among Dash Materials LLC, a Delaware limited liability company ("Administrative Borrower") and, pursuant to that certain Joinder to Credit Agreement, dated as of March 31, 2013, certain direct and indirect Subsidiaries of Administrative Borrower (together with Administrative Borrower and any other Person that executes a joinder thereto from time to time as an additional borrower, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as amended by that certain Amendment No. 1 to Credit Agreement, dated as of March 31, 2013, as further amended and restated by that certain Amendment No. 2 to Credit Agreement, dated as of the date hereof, and as from time to time further amended, restated, supplemented or otherwise modified, the "Amended and Restated Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Borrowers previously executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of December 26, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, on the date hereof, Grantor is entering into a joinder to the Amended and Restated Credit Agreement pursuant to which Grantor will become a Borrower thereunder, and, in connection therewith, a joinder to the Collateral Agreement; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral");

(a) all of its registered Trademarks set forth on Schedule I hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PATHWAY POLYMERS INC.

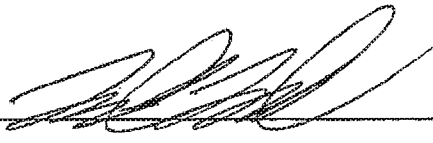
By: Janet A. Voges
Name: Janet Voges
Title: Vice President and Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005019 FRAME: 0386

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: _____
Title: Kevin Bolash
Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Grantor	Mark	Application Number	Registration Number	Registration Date
Pathway Polymers Inc.	GOT FLATS?***	78/680,653	3,246,280	5/29/2007
Pathway Polymers Inc.	FLATPROOF TIRES ^{X**}	78/680,632	3,161,131	10/17/2006
Pathway Polymers Inc.	FLATPROOF TIRES**	85/917,797	--	--
Pathway Polymers Inc.	BINDERBOND	85/312,647	4,137,135	05/01/2012
Pathway Polymers Inc.	PATHWAY POLYMERS & Design	77/564,247	3,605,740	04/14/2009
Pathway Polymers Inc.	TYRBOND	77/295,794	3,763,767	03/23/2010
Pathway Polymers Inc.	PATHWAY POLYMERS	77/174,123	3,599,153	03/31/2009
Pathway Polymers Inc.	LYNERBOND	77/174,193	3,562,737	01/13/2009
Pathway Polymers Inc.	TYRLYNER	73/807,979	1,654,121	08/20/1991
Pathway Polymers Inc.	TYRFIL	72/436,025	1,054,123	12/07/1976

^X This trademark lapsed on April 17, 2013. The prior application and registration information are provided for informational purposes only.

** This trademark is being assigned by Pathway Holdings Limited, a company incorporated under the laws of England and Wales with registered number 6618790 ("Holdings") to Pathway Polymers Inc., a Delaware corporation, upon closing of the Stock Purchase Agreement, dated April 19, 2013, by and among Holdings, Pathway Polymers, Inc., Dash Multi-Corp. Inc., and solely for the purposes of Section 2.4 and Article XII thereto, British Vita Unlimited, a company incorporated under the laws of England and Wales (the "Stock Purchase Agreement").

Non- U.S. Registered Trademarks

Grantor (Jurisdiction)	Mark	Application Number	Registration Number	Registration Date
Pathway Polymers Inc. (Austria)	TYRFIL	--	83285	--

Grantor (Jurisdiction)	Mark	Application Number	Registration Number	Registration Date
Pathway Polymers Inc. (Australia)	PATHWAY POLYMERS & Design	--	1282055	01/23/2009
Pathway Polymers Inc. (Australia)	PATHWAY POLYMERS	--	1295410	10/21/2009
Pathway Polymers Inc. (Australia)	TYRFIL	--	285942	03/20/1975
Pathway Polymers Inc. (Benelux)	PATHWAY POLYMERS	--	997819	08/31/2009
Pathway Polymers Inc. (Benelux)	TYRFIL	--	337959	--
Pathway Polymers Inc. (Brazil)	TYRFIL*	831194235	--	--
Pathway Polymers Inc. (Canada)	PATHWAY POLYMERS	1346517	TMA768973	06/08/2010
Pathway Polymers Inc. (Canada)	TYRFIL	0381724	TMA224628	12/09/1977
Pathway Polymers Inc. (China)	PATHWAY POLYMERS		997819	03/09/2009
Pathway Polymers Inc. (China)	PATHWAY POLYMERS & Design	--	7186083	09/08/2008
Pathway Polymers Inc. (China)	TYRFIL	--	7067349	08/07/2010
Pathway Polymers Inc. (European Community)	TYRFIL	--	000999466	01/24/2000
Pathway Polymers Inc. (European Community)	TYRFIL & Design	--	000999425	01/24/2000
Pathway Polymers Inc. (France)	PATHWAY POLYMERS & Design	--	093633361	03/02/2009
Pathway Polymers Inc. (France)	PATHWAY POLYMERS	--	093633361	08/07/2009
Pathway Polymers Inc. (France)	TYRFIL	--	1337121	--
Pathway Polymers Inc. (Germany)	PATHWAY POLYMERS & Design	302009004505401	3020090045054	10/07/2009
Pathway Polymers Inc. (Germany)	TYRFIL	--	961518	--
Pathway Polymers Inc. (Germany)	TYRFIL & Design	--	993930	--
Pathway Polymers Inc. (Germany)	TYRFIL	--	993931	--
Pathway Polymers Inc. (International / Madrid Protocol)	PATHWAY POLYMERS	--	997819	03/09/2009

Grantor (Jurisdiction)	Mark	Application Number	Registration Number	Registration Date
Pathway Polymers Inc. (Italy)	PATHWAY POLYMERS*	--	997819	--
Pathway Polymers Inc. (Italy)	PATHWAY POLYMERS & Design	MO2009C000136	--	--
Pathway Polymers Inc. (Italy)	TYRFIL	MI2006C003053	755821	03/20/2006
Pathway Polymers Inc. (Malaysia)	PATHWAY POLYMERS & Design	200901310	09001310	09/08/2008
Pathway Polymers Inc. (Malaysia)	TYRFIL	--	M69357	--
Pathway Polymers Inc. (Mexico)	PATHWAY POLYMERS & Design	994781	1122352	03/09/2009
Pathway Polymers Inc. (Mexico)	TYRFIL	--	406278	--
Pathway Polymers Inc. (Norway)	TYRFIL	--	247021	08/04/2008
Pathway Polymers Inc. (South Africa)	TYRFIL	--	B754079	--
Pathway Polymers Inc. (South Africa)	TYRFIL*	201225061	--	--
Pathway Polymers Inc. (South Africa)	TYRFIL*	201225062	--	--
Pathway Polymers Inc. (South Africa)	PATHWAY POLYMERS & Design	--	200901205	01/23/2009
Pathway Polymers Inc. (Switzerland)	TYRFIL	00862/1976	2P-282888	06/14/1976
Pathway Polymers Inc. (United Kingdom)	PATHWAY POLYMERS	--	997819	08/03/2009
Pathway Polymers Inc. (United Kingdom)	PATHWAY POLYMERS & Design	--	2507646	01/30/2009
Pathway Polymers Inc. (United Kingdom)	TYRFIL	--	1039880	12/19/1975