

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:	Keybank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
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:	2165790212		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(216) 586-1402		
Email:	skoston@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	601755635008		
NAME OF SUBMITTER:	Jessica L. Wiedeman		
Signature:	/Jessica L. Wiedeman/		

CH \$65.00 4116126

Date:

07/09/2013

**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 KEYBANK NATIONAL ASSOCIATION, as Revolving Agent, for the benefit of the Revolving Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement (referenced below).

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

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of March 8, 2013, by and among Grantor, certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Revolving Security Agreement");

WHEREAS, Grantor is required to execute and deliver to the Revolving Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

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, 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 Revolving Security Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Revolving Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such 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. REVOLVING SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Revolving Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving 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 Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

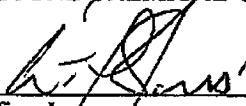
4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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.

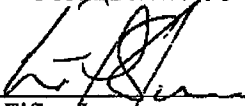
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

CORNERSTONE CHEMICAL COMPANY

By:   
Name: Eifion Jones  
Title: Chief Financial Officer

H.I.G. BBC HOLDINGS CORP.


By:   
Name: Eifion Jones  
Title: Chief Financial Officer

Collateral Assignment of Trademarks

**TRADEMARK**  
**REEL: 005065 FRAME: 0540**

ACCEPTED AND ACKNOWLEDGED BY:

KEYBANK NATIONAL ASSOCIATION

By:   
Name: Paul H. Steiger  
Title: Vice President

Collateral Assignment of Trademarks

TRADEMARK  
REEL: 005065 FRAME: 0541

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Grantor	Trademark	Country	Registration No.	Registration Date
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