

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
Quest Specialty Chemicals, Inc.		06/18/2013	CORPORATION: DELAWARE
Quest Specialty Coatings, LLC		06/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
Quest Construction Products, LLC		06/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	3855870	QUICKFIX
Registration Number:	2617403	ADHERE-IT
Registration Number:	1657927	AQUATHON
Registration Number:	2213876	BARRIERGUARD
Registration Number:	1495582	CANYON TONE STAIN
Registration Number:	3812484	CLEARGUARD PLUS
Registration Number:	1116530	DIATHON
Registration Number:	0989441	ELASTALL
Registration Number:	0920064	ELASTRON
Registration Number:	3603876	GRAFFITI SHIELD
Registration Number:	2641966	HYDRO STOP

OP \$2015.00 3855870

Registration Number:	1714874	IN-WOOD
Registration Number:	3244725	KYMAX
Registration Number:	2701816	LONGEVITY BY DESIGN
Registration Number:	0864818	MARATHON
Registration Number:	0850083	MONOCRYL
Registration Number:	2220027	PREMIUMCOAT
Registration Number:	2188717	ROOFSHIELD
Registration Number:	1221354	TERRA-THANE
Registration Number:	4328904	STREETBOND150
Serial Number:	85387036	STREETBOND
Registration Number:	4212665	STREETBOND
Registration Number:	2218231	STREETBOND SURFACING SYSTEM
Registration Number:	2222243	STREETBOND
Registration Number:	2706167	UC
Registration Number:	1785097	UNI-TEX
Registration Number:	3209440	QUEST SPECIALTY CHEMICALS
Registration Number:	4009349	ACCUSHADE
Registration Number:	3041670	ACCUSHADE
Registration Number:	4095338	AQUALUTION WATER EVOLVED
Registration Number:	3041623	AUTOGLAS
Registration Number:	3065552	FX SERIES CUSTOM COLOR
Registration Number:	2340542	MATRIX SYSTEM
Registration Number:	3937671	QUICKFIX
Registration Number:	4009650	RAABE
Registration Number:	2534109	RAABE
Registration Number:	3753516	REFINISH SOLUTIONS
Registration Number:	0999906	DURAGLAS
Registration Number:	1002148	KROMATE
Registration Number:	1072038	USC
Registration Number:	1139613	FEATHER-RITE
Registration Number:	1146776	ALL-METAL
Registration Number:	1852822	AVANT GARDE
Registration Number:	1879430	HALF TIME
Registration Number:	1879431	ICING
Registration Number:	2012513	CARGROOM

	2006883	CARGROOM
Registration Number:	2014276	CARGROOM
Registration Number:	2014277	CARGROOM
Registration Number:	1994124	CARGROOM
Registration Number:	2008974	CARGROOM
Registration Number:	2008973	CARGROOM
Registration Number:	0680644	BOND TITE
Registration Number:	0804963	BOND TITE
Registration Number:	1351179	BOND TITE
Registration Number:	1092313	MICROCEL
Registration Number:	1117283	XL
Registration Number:	1350165	SUPER GLAS
Registration Number:	2202830	SPLIT-SECOND
Registration Number:	2370455	TBL
Registration Number:	2372383	SHARK SKIN
Registration Number:	2583426	BLUE ICE
Registration Number:	2718609	ELITE
Registration Number:	1600157	MORTON PAINT CO.
Registration Number:	1608712	MORTON PAINT CO.
Registration Number:	2361354	MORTON PAINT COMPANY
Registration Number:	2369960	MORTON PAINT COMPANY
Registration Number:	2376612	MORTON PAINT COMPANY
Registration Number:	2674670	PRO-SPRAY
Registration Number:	3051587	OUTRAGEOUS
Registration Number:	2923030	DEFENDER
Registration Number:	3146900	ECSTASY
Registration Number:	3146901	SHOCK WAVES
Registration Number:	3146902	SILK
Registration Number:	3155216	SPECTRAFLASH
Registration Number:	3270278	FUZION
Registration Number:	3821036	DEFENDER TRUCK BED LINER
Registration Number:	4197500	NAVIGATOR
Registration Number:	4202211	PAINTXPRT
Serial Number:	85106805	PROCOLOR

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: ZEYNEP GIESEKE
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0578
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	07/17/2013

Total Attachments: 14

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of June 18, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 18, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Quest Specialty Chemicals, Inc., a Delaware corporation, and Quest Specialty Coatings, LLC, a Delaware limited liability company (collectively, the "Borrowers"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Amended and Restated Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest

in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

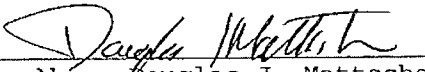
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

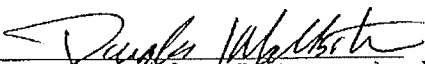
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

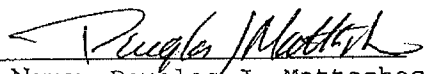
QUEST SPECIALTY CHEMICALS, INC.
as Grantor

By: 
Name: Douglas J. Mattscheck
Title: Chief Executive Officer

QUEST SPECIALTY COATINGS, LLC
as Grantor

By: 
Name: Douglas J. Mattscheck
Title: Chief Executive Officer

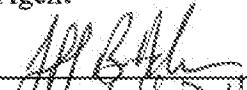
QUEST CONSTRUCTION PRODUCTS, LLC
as Grantor

By: 
Name: Douglas J. Mattscheck
Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent



By: 
Name: J. H. Battelle
Title: Duly Authorized Signatory



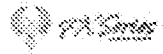

[Signature Page to Amended and Restated Trademark Security Agreement]




SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Matrix System Automotive Finishes (Michigan corp.)	QUICKFIX (STYLIZED) 	U.S.	77/861058 10/30/2009	3855870 10/5/2010
Quest Construction Products, LLC	ADHERE IT	U.S.	76/233800 3/30/2001	2617403 9/10/2002
Quest Construction Products, LLC	AQUATHON	U.S.	74/103568 10/5/1990	1657927 9/24/1991
Quest Construction Products, LLC	BARRIERGUA RD	U.S.	75/279027 4/22/1997	2213876 12/29/1998
Quest Construction Products, LLC	CANYON TONE STAIN	U.S.	73/696193 11/18/1987	1495582 7/12/1988
Quest Construction Products, LLC	CLEARGUAR D PLUS	U.S.	77/399712 2/18/2008	3812484 7/6/2010
Quest Construction Products, LLC	DIATHON	U.S.	73/165867 4/11/1978	1116530 4/17/1979
Quest Construction Products, LLC	ELASTALL	U.S.	72/440911 11/13/1972	0989441 7/30/1974
Quest Construction Products, LLC	ELASTRON	U.S.	72/362291 6/10/1970	0920064 9/14/1971
Quest Construction Products, LLC	GRAFFITTI SHIELD	U.S.	77/373452 1/16/2008	3603876 4/7/2009

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Construction Products, LLC	HYDRO STOP (STYLIZED) 	U.S.	76/221130 3/8/2001	2641966 10/29/2002
Quest Construction Products, LLC	IN-WOOD	U.S.	74/240402 1/27/1992	1714874 9/15/1992
Quest Construction Products, LLC	KYMAX AND DESIGN 	U.S.	78/930113 7/14/2006	3244725 5/22/2007
Quest Construction Products, LLC	LONGEVITY BY DESIGN	U.S.	76/238695 4/10/2001	2701816 4/1/2003
Quest Construction Products, LLC	MARATHON	U.S.	72/266606 3/13/1967	0864818 2/18/1969
Quest Construction Products, LLC	MONOCRYL	U.S.	72/266604 3/13/1967	0850083 6/4/1968
Quest Construction Products, LLC	PREMIUMCO AT	U.S.	75/279033 4/22/1997	2220027 1/26/1999
Quest Construction Products, LLC	ROOFSHIELD	U.S.	75/047643 1/24/1996	2188717 9/15/1998
Quest Construction Products, LLC	TERRA- THANE	U.S.	73/329642 9/25/1981	1221354 12/28/1982
Quest Construction Products, LLC	STREETBOND 150	U.S.		4328904
Quest Construction Products, LLC	STREETBOND	U.S.	85/387036	
Quest Construction Products, LLC	STREETBOND	U.S.		4212665

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Construction Products, LLC	STREETBOND SURFACING SYSTEM	U.S.		2218231
Quest Construction Products, LLC	STREETBOND	U.S.		2222243
Quest Construction Products, LLC	UC AND DESIGN 	U.S.	76/238696 4/10/2001	2706167 4/15/2003
Quest Construction Products, LLC	UNI-TEX	U.S.	74/330133 11/10/1992	1785097 8/3/1993
Quest Specialty Chemicals, Inc.	QUEST SPECIALTY CHEMICALS	U.S.	76/350551 12/14/2001	3209440 2/13/2007
Quest Specialty Coatings, LLC	ACCUSHADE	U.S.	85/214860 1/11/2011	4009349 8/9/2011
Quest Specialty Coatings, LLC	ACCUSHADE	U.S.	78/546249 1/12/2005	3041670 1/10/2006
Quest Specialty Coatings, LLC ► Wisconsin LLC	AQUALUTION, WATER EVOLVED AND DESIGN 	U.S.	85/153343 10/15/2010	4095338 2/7/2012
Quest Specialty Coatings, LLC	AUTOGLAS	U.S.	78/544553 1/10/2005	3041623 1/10/2006
Quest Specialty Coatings, LLC	FX SERIES CUSTOM COLORS AND DESIGN 	U.S.	78/545662 1/11/2005	3065552 3/7/2006
Quest Specialty Coatings, LLC	MATRIX SYSTEM	U.S.	75/616343 1/6/1999	2340542 4/11/2000
Quest Specialty Coatings, LLC	QUICKFIX (STYLIZED) 	U.S.	85/094429 7/28/2010	3937671 3/29/2011

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC	RAABE AND DESIGN (BLACK & WHITE) 	U.S.	85/228968 1/28/2011	4009650 8/9/2011
Quest Specialty Coatings, LLC	RAABE AND DESIGN (BLACK & WHITE) 	U.S.	76/207420 9/11/2000	2534109 1/29/2002
Quest Specialty Coatings, LLC	REFINISH SOLUTIONS AND DESIGN 	U.S.	76/698520 7/20/2009	3753516 3/2/2010
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	DURAGLAS	US	6/26/1973 72/461,405	12/17/1974 999,906
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	KROMATE	US	6/26/1973 72/461,404	1/21/1975 1,002,148
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	USC and Design	US	5/26/1976 73/088,428	8/30/1977 1,072,038
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	FEATHER-RITE	US	3/30/1979 73/209,579	9/16/1980 1,139,613
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	ALL-METAL	US	1/26/1978 73/156,522	2/10/1981 1,146,776

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	AVANT GARDE	US	7/6/1992 74/292,260	9/6/1994 1,852,822
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	HALF TIME	US	10/22/1993 74/451,239	2/21/1995 1,879,430
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	ICING	US	10/22/1993 74/451,240	2/21/1995 1,879,431
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	CARGROOM	US	11/1/1994 74/593,417	10/29/1996 2,012,513
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	CARGROOM	US	11/1/1994 74/593,349	10/8/1996 2,006,883
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	CARGROOM	US	11/1/1994 74/593,348	11/5/1996 2,014,276
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	CARGROOM (and design)	US	11/1/1994 74/593,414	11/5/1996 2,014,277
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	CARGROOM (and design)	US	11/1/1994 74/593,346	8/13/1996 1,994,124

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	CARGROOM (and design)	US	11/1/1994 74/593,419	10/15/1996 2,008,974
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	CARGROOM (and design)	US	11/1/1994 74/593,418	10/15/1996 2,008,973
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	BOND TITE	US	2/19/1958 72/046,153	6/23/1959 680,644
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	BOND TITE	US	2/28/1964 72/202,836	3/8/1966 804,963
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	BOND TITE and Design	US	1/18/1985 73/518,126	7/30/1985 1,351,179
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	MICROCEL	US	6/22/1977 73/131,401	5/30/1978 1,092,313
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	XL	US	5/6/1977 73/125,629	5/1/1979 1,117,283
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	SUPER GLAS	US	6/13/1984 73/484,932	7/23/1985 1,350,165

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	SPLIT-SECOND	US	9/15/1997 75/357,264	11/10/1998 2,202,830
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	TBL	US	2/26/1999 75/648,909	7/25/2000 2,370,455
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	SHARK SKIN	US	3/8/1999 75/656,565	8/1/2000 2,372,383
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	BLUE ICE	US	6/20/2000 76/074,207	6/18/2002 2,583,426
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	ELITE	US	7/23/2001 76/289,107	5/27/2003 2,718,609
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	MORTON PAINT CO. (and design)	US	6/30/1989 73/809,977	6/12/1990 1,600,157
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	MORTON PAINT CO. (and design)	US	6/30/1989 73/809,975	8/7/1990 1,608,712
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	MORTON PAINT COMPANY	US	8/6/1998 75/532,285	6/27/2000 2,361,354

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	MORTON PAINT COMPANY	US	8/6/1998 75/532,034	7/25/2000 2,369,960
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	MORTON PAINT COMPANY	US	8/6/1998 75/532,036	8/15/2000 2,376,612
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	PRO-SPRAY	US	2/12/2002 76/369,811	1/14/2003 2,674,670
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	OUTRAGEOUS	US	10/23/2003 78/317,959	1/24/2006 3,051,587
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	DEFENDER	US	12/29/2003 78/346,188	2/1/2005 2,923,030
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	ECSTASY	US	5/18/2005 78/632,380	9/19/2006 3,146,900
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	SHOCK WAVES	US	5/18/2005 78/632,398	9/19/2006 3,146,901
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	SILK	US	5/18/2005 78/632,419	9/19/2006 3,146,902

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	SPECTRAFLASH	US	5/18/2005 78/632,437	10/10/2006 3,155,216
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	FUZION	US	2/24/2006 78/822,436	7/24/2007 3,270,278
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	DEFENDER TRUCK BED LINER & DESIGN	US	11/23/2009 77/878691	7/20/2010 3821036
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	NAVIGATOR	US	12/07/2011 85/489,385	8/28/2012 4197500
Quest Specialty Coatings, LLC (acquired from Alco Industries, Inc.)	PAINTXPERT	US	1/27/2012 85/527,283	9/4/2012 4202211

TRADEMARK APPLICATIONS

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Quest Specialty Coatings, LLC	PRO COLOR (Stylized) PRO COLOR	U.S.	85/106805 8/13/2010	