

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W. Canning Inc.		06/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2281378	OCEANIC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0572		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	07/18/2013		

OP \$40.00 2281378

Total Attachments: 11

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of June 7, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement”), made by each of the signatories hereto other than the First Lien Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of CREDIT SUISSE AG, as collateral agent (in such capacity and together with its successors, the “First Lien Collateral Agent”) for (i) the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the First Lien Credit Agreement dated as of June 7, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among MacDermid Holdings, LLC, a Delaware limited liability company, MacDermid, Incorporated, a Connecticut corporation, the Lenders party thereto, Credit Suisse AG, as administrative agent and as collateral agent, Goldman Sachs Lending Partners LLC, as syndication agent, and Nomura Securities International, Inc., as documentation agent, and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to that certain First Lien Pledge and Security Agreement dated as of June 7, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”) between each of the Grantors and the other grantors party thereto and the First Lien Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the First Lien Credit Agreement, the Grantors hereby agree with the First Lien Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the First Lien Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the First Lien Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor has or at any time in the future may acquire any right, title and interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith,

whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this First Lien Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent for the Secured Parties pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and 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 First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. **THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed by one or more of the parties to this First Lien Trademark Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

MACDERMID ACUMEN, INC.
MACDERMID PRINTING SOLUTIONS, LLC
NAPP SYSTEMS INC.
W. CANNING INC.

By: 

Name: Frank J. Monteiro
Title: President

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as First Lien Collateral Agent

By: 

Name: **KEVIN BUDDHDEW**
Title: **AUTHORIZED SIGNATORY**

By: 

Name: **ALEX VERDONE**
Title: **AUTHORIZED SIGNATORY**

Schedule I to
the First Lien Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

[see attached]

TRADEMARKS

OWNER: **W. Canning, Inc.**

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	OCEANIC	75/525317	2281378

OWNER: MacDermid Acumen, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	ACCUMEN	73/377438	1250784
United States of America	ANODEX	77/692671	3708094
United States of America	ARGENTA	85/490496	4177165
United States of America	BLACKHOLE	73/768508	1624287
United States of America	BUFF-OFF	73/767944	1574201
United States of America	CHEMIDIZE	76/382590	2671999
United States of America	CHROMKLAD	78/597876	3073369
United States of America	CLEPO	75/446682	2284789
United States of America	ENVIRALLOY	76/236422	2897607
United States of America	HELIOS	77/588455	3634468
United States of America	IRIDITE	71/463002	0405074
United States of America	IRILAC	72/045238	0679455
United States of America	ISO-BRITE	72/028207	0664241
United States of America	ISOPREP	72/271579	0851606
United States of America	JS	78/486317	3070399
United States of America	KENLEVEL	72/437635	0968993
United States of America	KENVERT	72/014731	0643837
United States of America	KENVERT	72/156566	0771262
United States of America	M-	85/824250	

OWNER: MacDermid Acumen, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	M- _ _ _ _	85/716026	
United States of America	M SYSTEM	85/799877	
United States of America	MACDERMID	72/213688	0805857
United States of America	MACDERMID	78/852602	3297557
United States of America	MACDERMID (stylized)	73/708048	1543136
United States of America	MACDERMID (stylized) w/ribbon design	73/708045	1502741
United States of America	MACUPLEX	78/513907	3045613
United States of America	MERIGRAPH	72/440884	968408
United States of America	MERIGRAPH	72/440885	967945
United States of America	METEX	75/297044	2167515
United States of America	METEX	75/113122	2055262
United States of America	METEX AQUALAC (stylized)	72/171464	0769412
United States of America	MICROTRACE	74/433852	1841595
United States of America	MOONLITE	85/430309	4142604
United States of America	M-PASS	76/230639	2636976
United States of America	NEW DIMENSIONS	75/327008	2178483
United States of America	NIKLAD	74/736586	1999886
United States of America	PHOSPHOTEX	72/197593	0797432
United States of America	PRISM	76/325062	2671620

OWNER: MacDermid Acumen, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	ROCHELTEX (stylized)	71/515887	0506822
United States of America	RoHS ELV WEEE REACH COMPLIANT (and Design)	77/232724	3592147
United States of America	SN	72/236871	0826314
United States of America	SNAC	72/236219	0826310
United States of America	SNAP	72/236218	0826309
United States of America	STANTEK	76/130249	2496154
United States of America	STERLING	76/264434	2581819
United States of America	SYSTEMAC	85/710124	4320905
United States of America	TORQUE N TENSION	76/522452	2926187
United States of America	TRIBLACK	78/634137	3106449
United States of America	TWINLOCK	75/806090	2465123
United States of America	YES WE CAN	78/490054	3130930
United States of America	ZINKLAD	76/260763	2815391
United States of America	ZINKLAD	85/646827	4288520
United States of America	ZINKLAD	85/616850	4264025

OWNER: MacDermid Printing Solutions, LLC

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	DIGITAL EPIC	76/050183	2825490
United States of America	EPIC	76/311569	2639114
United States of America	LAVA	78/380383	3064393
United States of America	LUX	85/051628	3904243
United States of America	SOLVIT	74/284315	1752113
United States of America	FLEXCOR	75/031345	2141317
United States of America	FLEX-LIGHT	72/460376	0993532
United States of America	FLEX-LIGHT	73/129714	1097799
United States of America	HIGHLIGHT	74/581518	2055828
United States of America	LETTERFLEX	72/281075	0855774

OWNER: Napp Systems, Inc.

JURISDICTION	TRADEMARK	APP. NUMBER	REG. NUMBER
United States of America	NAPP	72/426981	0999390
United States of America	NAPP (stylized)	73/101286	1087637
United States of America	NAPPCOAT	75/289232	2229567
United States of America	NAPPFLEX	73/147814	1101236
United States of America	NAPPLATE	73/797112	1578465