

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): ADDIVANT USA, LLC. Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Limited Liability Company. Citizenship: DE. Execution Date(s) April 30, 2013. Additional names of conveying parties attached? No

2. Name and address of receiving party(ies): WELLS FARGO BANK, NATIONAL ASSOCIATION. Internal Address, Street Address: One Boston Place, 18th Floor. City: Boston. State: MA. Country: USA. Zip: 02108. Association Citizenship: USA. General Partnership Citizenship, Limited Partnership Citizenship, Corporation Citizenship, Other Citizenship. If assignee is not domiciled in the United States, a domestic representative designation is attached. No

3. Nature of conveyance: Assignment, Security Agreement, Merger, Change of Name, Other.

4. Application number(s) or registration number(s) and identification of the Trademark. A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I. Additional sheet(s) attached? Yes

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien. Internal Address: CT Lien Solutions. Street Address: 187 Wolf Road, Suite 101. City: Albany. State: NY. Zip: 12205. Phone Number: 800-342-3676. Fax Number: 800-962-7049. Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 42. 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1065.00. Authorized to be charged by credit card. Enclosed.

8. Payment Information: a. Credit Card Last 4 Numbers 1868. Expiration Date 06/15. b. Deposit Account Number. Authorized User Name:

9. Signature: Patricia L. Aragundi. Signature Date: July 15, 2013. Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1015.00 85758801

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademarks and Applications

Trademark Registrations

Grantor	Country	Mark	Registration No.
Addivant USA, LLC	United States	ALKANOX	2617338
Addivant USA, LLC	United States	AMINOX	0779288
Addivant USA, LLC	United States	ANOX	3257388
Addivant USA, LLC	United States	ARANOX	0781915
Addivant USA, LLC	United States	ARAZATE	0799001
Addivant USA, LLC	United States	BIK	1002414
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Addivant USA, LLC	United States	FLEXZONE	0688940
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Addivant USA, LLC	United States	ROYALAC	0869572
Addivant USA, LLC	United States	ROYALTUF	1558675
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Addivant USA, LLC	United States	TUEX	0779287
Addivant USA, LLC	United States	ULTRANOX	1417977
Addivant USA, LLC	United States	WESTON	2702620

Trademark Applications

Grantor	Country	Mark	Application No.
Addivant USA, LLC	United States	ADDIVANT	85758801

Trademark Licenses

Licensee	Licensor	Country	Registration Number	Description
Galata Chemicals LLC	Addivant USA, LLC	United States	2702620	WESTON
Galata Chemicals LLC	Addivant USA, LLC	United States	1558675	ROYALTUF
Galata Chemicals LLC	Addivant USA, LLC	United States	651899	FOMREZ
Galata Chemicals LLC	Addivant USA, LLC	United States	137445	FOMREZ

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of April, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2013 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), by and among ADDIVANT USA, LLC, a Delaware limited liability company ("Addivant US"), ADDIVANT SWITZERLAND GMBH, a company with limited liability organized under the laws of Switzerland ("Addivant Switzerland"), ADDIVANT SALES GERMANY GMBH, a limited liability company organized under the laws of Germany ("Addivant Germany"); together with Addivant US and Addivant Switzerland, each individually a "Borrower", and collectively, "Borrowers"), SK BLUE HOLDINGS, L.P., an exempted limited partnership formed in the Cayman Islands ("Parent"), acting by its general partner, certain affiliates of Parent and Borrowers as Guarantors (each individually a "Guarantor", and collectively, "Guarantors"), Agent and the lenders from time to time party thereto (the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 30, 2013 (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License, except to the extent that such Intellectual Property License constitutes Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ADDIVANT USA, LLC

By:

Name: Jack Norris

Title: Managing Director

[SIGNATURES CONTINUED ON NEXT PAGE]

{Signature Page to Trademark Security Agreement}

[Signatures Continued from Previous Page]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By:

Name: Jennifer Avrigian

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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