

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
AOC, LLC		08/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85894292	WATERLINER	
CORRESPONDENCE DATA			
Fax Number:	6785337787		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steven L. Schaaf, Paralegal		
Address Line 1:	Parker, Hudson, Rainer & Dobbs LLP		
Address Line 2:	285 Peachtree Center Ave., NE, Ste. 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.60		
NAME OF SUBMITTER:	Kathleen O. Currey		

CH \$40.00 85894292

Signature:	/KOC/
Date:	08/22/2013
Total Attachments: 7 source=Amendment to Trademark Security Agreement - AOC#page1.tif source=Amendment to Trademark Security Agreement - AOC#page2.tif source=Amendment to Trademark Security Agreement - AOC#page3.tif source=Amendment to Trademark Security Agreement - AOC#page4.tif source=Amendment to Trademark Security Agreement - AOC#page5.tif source=Amendment to Trademark Security Agreement - AOC#page6.tif source=Amendment to Trademark Security Agreement - AOC#page7.tif	

August 22, 2013

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339
Attention: AOC, LLC Loan Administration

RE: Amendment to Trademark Security Agreement – AOC, LLC

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated as of June 5, 2009, among Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent") for the Secured Parties, and AOC, LLC, a Delaware limited liability company ("Company"), as recorded in the United States Patent and Trademark Office (the "USPTO") on June 5, 2009, at Reel No. 003999, Frame 0842, and in the Canadian Intellectual Property Office (the "CIPPO") as File Number 02002802-0259 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

Company desires to amend Exhibit A to the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 attached hereto as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

All references to the "Loan Agreement" in the Trademark Security Agreement shall be deemed to be references to that certain Amended and Restated Loan and Security Agreement dated on or about the date hereof among Company, **AOC (UK) LTD**, a company incorporated in England and Wales with company number 02090336, **AOC INVESTMENT COMPANY, LLC**, a Delaware limited liability company, **AOC CANADA INC.**, a corporation incorporated under the laws of the province of Ontario, **AOC RESINS AND COATINGS COMPANY**, an unlimited company continued under the laws of the province of Nova Scotia, the financial institutions party thereto from time to time as lenders, Agent, and **BANK OF AMERICA, N.A.**, a national banking association acting through its London branch, in its capacity as administrative and collateral agent for U.K. Lenders, as the same may be amended, restated, supplemented or otherwise modified from time to time. In addition, Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter amendment, with the USPTO, at Company's expense.

To secure the prompt payment and performance to Agent of all of the Obligations, Company hereby grants to Agent, for the benefit of itself, Lenders, and the other Secured Parties, a continuing

security interest in and Lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all of Company's trademarks, trademark registrations, trade names and trademark applications, without limitation, the trademarks and applications listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are hereinafter referred to, either individually or collectively, as the "Additional Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of the foregoing.

Company hereby represents, warrants, covenants and agrees that:

(a) Each of the Additional Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon the filing of a UCC-1 financing statement with the Secretary of State for the State of Delaware describing the Trademark Collateral or "all assets" or "all personal property" of Company or words of similar import and the filing of this letter amendment in the United States Patent and Trademark Office, this letter amendment will create a legal, valid and perfected Lien upon and security interest in the Additional Trademark Collateral that is registered in the United States Patent and Trademark Office and that is listed on Exhibit A-1 attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this letter amendment and perform its terms;

(e) Each of the Additional Trademarks is valid and enforceable;

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 of the Trademark Security Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens;

(g) Company will maintain the quality of the products associated with the Additional Trademarks, at a level consistent with the quality at the time of the Trademark Security Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached thereto as Exhibit B executed by an officer of Company;

(h) Company will not change the quality of the products associated with the Additional Trademarks without Agent's prior written consent; and

(i) Except for Additional Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of the Trademark Security Agreement, proper statutory notice in connection with its use of the registered Additional Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter amendment shall be effective upon execution by Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter amendment may be executed in any number of counterparts and by different parties to this letter amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; Signatures appear on following page.]

If this letter amendment is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter amendment.

Very truly yours,

COMPANY:

AOC, LLC

By: 
Name: V. K. CANTOR
Title: V. P. CANTOR, CEO

[Signatures continue on following page.]

Accepted and agreed to:

BANK OF AMERICA, N.A., as Agent

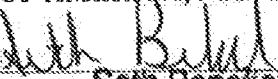
By: 
Name: Seth Benefield
Title: Senior Vice President

EXHIBIT A-1

United States Trademarks

None.

United States Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>
WATERLINER	85/894,292	03-Apr-2013

[Remainder of page intentionally left blank.]

Foreign Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Colombia	VIBRIN	418694	23-Feb-2011
Mexico	AOC	1109867	10-July-2009
Mexico	AOC MEXICANA	1109866	10-July-2009

Foreign Trademark Applications

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>
Mexico	AOC MEXICANA	960127	09-Sep-2008