

## 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
Monument Chemical Kentucky, LLC		10/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0723246	POLY-G	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	Fulbright & Jaworski LLP / Annie Aymond		
Address Line 1:	1301 McKinney Street		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	10605153		
NAME OF SUBMITTER:	Annie Aymond		
Signature:	/Annie Aymond/		

Date:

10/28/2013

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("*IP Security Agreement*"), dated as of October 25, 2013, is made by the party listed on the signature page hereof (the "*Grantor*") in favor of JP Morgan Chase Bank, N.A. (the "*Administrative Agent*") as administrative agent for the Secured Parties under the Credit Agreement (as defined below),

WHEREAS, Monument Chemicals, Inc., a Delaware corporation (the "*Borrower*"), has entered into a Credit Agreement dated as of August 27, 2013 (the "*Credit Agreement*"), with the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the Borrower, the Grantor and the other Loan Parties have each executed and delivered to the Administrative Agent a Pledge and Security Agreement dated as of August 27, 2013, between the Borrower, the Grantor, or the other Loan Parties as the case may be, and the Administrative Agent (each a "*Security Agreement*" and collectively, the "*Security Agreements*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Administrative Agent as follows:

1. Definitions. All capitalized terms used and not otherwise defined herein will have the meaning given in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof) and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (the "*IP Collateral*"):

(a) the trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof set forth in Schedule 1 hereto, together with the goodwill of the business symbolized by the foregoing (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part of any and all of the foregoing;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of the United States;

(d) all inventions and improvements described and claimed in any and all of the foregoing;

(e) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect to any and all of the foregoing, including, without limitation, damages and payments for past and future infringements thereof, and

(f) all rights to sue for past, present and future infringements of any and all of the foregoing.

3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreements and related Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this IP Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first written above.

MONUMENT CHEMICAL KENTUCKY, LLC

By: W.F. Grube  
Name: William F Grube  
Title: Vice President

SCHEDULE 1

Trademark Registrations and Applications

Grantor	Serial Number	Registration Number	Word Mark
Monument Chemical Kentucky, LLC	72113356	723246	POLY-G