

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kason Corporation		10/29/2013	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Abacus Finance Group, LLC, as Agent		
<b>Street Address:</b>	6 East 43rd Street		
<b>Internal Address:</b>	20th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3448091	KASON	
<b>Registration Number:</b>	3448177		
<b>Registration Number:</b>	1468252	SCREENTIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175744112		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	617-574-3518		
<b>Email:</b>	smordas@goulstonstorrs.com		
<b>Correspondent Name:</b>	Stacey Mordas		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-3333		
<b>NAME OF SUBMITTER:</b>	Stacey Mordas		

OP \$90.00 3448091

Signature:	/s/ Stacey A. Mordas
Date:	10/29/2013
Total Attachments: 5 source=Abacus_Kason - Trademark Security Agreement (EXECUTED) (3)#page1.tif source=Abacus_Kason - Trademark Security Agreement (EXECUTED) (3)#page2.tif source=Abacus_Kason - Trademark Security Agreement (EXECUTED) (3)#page3.tif source=Abacus_Kason - Trademark Security Agreement (EXECUTED) (3)#page4.tif source=Abacus_Kason - Trademark Security Agreement (EXECUTED) (3)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 29, 2013, is made by KASON CORPORATION, a New Jersey corporation (“Grantor”), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor and certain of its affiliates, as Borrowers, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), certain of the Secured Parties have severally agreed to extend credit to the Borrowers under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, Grantor and the other Loan Parties (as defined in the Credit Agreement) and Agent are entering into that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any 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 the validity or enforceability of such “intent to use” trademark applications under applicable federal law; provided further, that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

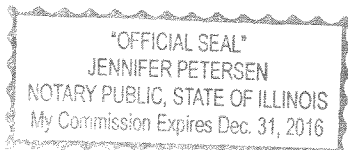
KASON CORPORATION

By: *C. Andrew Brickman*  
Name: C. Andrew Brickman  
Title: Vice President

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF )  
                  : ss.:  
COUNTY OF )

On the 25th day of October in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Andrew Brickman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



*Jennifer Petersen*  
Notary Public  
My commission expires: Dec 31, 2016

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 

Name: Sean McKeever

Title: Senior Vice President

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Date</b>
Kason Corporation	Kason	3,448,091	June 17, 2008
Kason Corporation	Kason (Logo)	3,448,177	June 17, 2008
Kason Corporation	Screeentips	1468252	December 8, 1987