

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Dystar L.P.		10/31/2013	LIMITED PARTNERSHIP: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Wells Fargo Bank, National Association
Street Address:	110 East Broward Boulevard
Internal Address:	Suite 1100
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 6</b>		
Property Type	Number	Word Mark
Registration Number:	4218755	COLOR WALLETTTE
Registration Number:	4218756	CSI
Serial Number:	85820221	COLORWALL VUE
Serial Number:	85285322	N CSI COMPASS
Serial Number:	85285353	N CSI COLORFLOW
Serial Number:	85285308	N CSI PALETTE BUILDER

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6785337772
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-681-5974
Email:	mlg@phrd.com
Correspondent Name:	Parker Hudson Rainer & Dobbs, LLP
Address Line 1:	285 Peachtree Center Avenue, N.E.

CH \$165.00 4218755

Address Line 2: 15th Floor - Mike Grove  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	866.220
NAME OF SUBMITTER:	Bobbi Acord Noland
Signature:	/BAN/
Date:	11/06/2013

**Total Attachments: 6**

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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is made on October 31, 2013, by and between **DYSTAR L.P.**, a Delaware limited partnership and successor by merger to Boehme-Filatex, Inc. ("DyStar"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association and successor-in-interest to Wachovia Bank, National Association, having an office at 110 East Broward Boulevard, Suite 1100, Fort Lauderdale, Florida 33301 (together with its successors and assigns, "Lender").

### Recitals:

Reference is made to that certain Trademark Security Agreement between DyStar and Lender (as at any time amended, restated, modified or supplemented, the "Trademark Security Agreement"), dated February 4, 2005 and recorded in the United States Patent and Trademark Office on April 11, 2005, at Reel/Frame number 003089/0654. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

DyStar and Lender desire to amend the Trademark Security Agreement as set forth herein.

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:

#### **1. Additional Trademarks; Grant of Security Interest.**

(a) 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. Lender 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 Amendment, with the USPTO, at DyStar's expense.

(b) To secure the payment and performance of the Obligations, DyStar hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of DyStar, whether now owned or existing or hereafter acquired (the "Additional Trademark Collateral"):

(i) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached hereto, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or 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 applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Additional Trademarks");

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

(iii) all proceeds of the foregoing.

(c) DyStar represents and warrants that:

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

(ii) Upon filing of this Amendment in the United States Patent and Trademark Office, this Amendment will create a legal and valid perfected lien upon and security interest in the Additional Trademark Collateral (other than foreign trademarks), enforceable against DyStar and all third Persons in accordance with its terms;

(iii) To the knowledge of DyStar, no claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any third person; and

(iv) DyStar has the unqualified right to enter into this Amendment and perform its terms.

(d) DyStar covenants and agrees that:

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

(ii) DyStar is the sole and exclusive owner of the entire right, title and interest in and to each of the Additional Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by DyStar not to sue third Persons;

(iii) DyStar 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, upon the request of Lender, will provide Lender with a certificate to that effect in the form attached as Exhibit B attached to the Trademark Security Agreement executed by an officer of DyStar;

(iv) DyStar will not materially change the quality of the products associated with the Additional Trademarks without Lender's prior written consent; and

(v) DyStar 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 Additional Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office as required by applicable law to maintain the registration thereof without loss of protection therefor; provided, however, DyStar may abandon the Additional Trademarks in the regular and ordinary course of DyStar's business in accordance with historical practices so long as (x) no Default or Event of Default exists at such time and (y) the abandonment of any such Additional Trademark will not have, and could not reasonably be expected to have, a material adverse effect on DyStar's financial condition, results of operation or business.

2. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Lender (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 New York.

3. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. **No Novation, etc.** Except as otherwise expressly provided in this 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 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.

5. **Counterparts; Telecopied Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this 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 transmission shall be deemed to be an original signature hereto.

6. **Further Assurances.** DyStar agrees to take such further actions as Lender shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

7. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

8. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

**DYSTAR L.P.**

By: *Ron Pedemonte*  
Name: *Ron Pedemonte*  
Title: *President*

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

**DYSTAR L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By: Bruce Van Winkle  
Name: Bruce Van Winkle  
Title: SVP

**EXHIBIT A**

**Trademarks**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
COLOR WALLETTE	United States	4218755
CSI	United States	4218756

**Trademark Applications**

<u>Trademark Applications</u>	<u>Jurisdiction</u>	<u>Serial No.</u>
COLORWALL VUE	United States	85820221
N CSI COMPASS	United States	85285322
N CSI PALETTE BUILDER	United States	85285308
N CSI COLORFLOW	United States	85285353