

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metokote Corporation		09/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3069901	INSITE	
Serial Number:	85037954	METOKOTE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	058438-0487		
NAME OF SUBMITTER:	Jennifer C. Evans		
Signature:	/jce/		

CH \$65.00 3069901

Date:

11/11/2013

Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE TERMS AND PROVISIONS SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 30, 2013 (SUCH AGREEMENT, TOGETHER WITH ALL AMENDMENTS, RESTATEMENTS, AMENDMENTS AND RESTATEMENTS, SUPPLEMENTS AND OTHER MODIFICATIONS THERETO, THE "INTERCREDITOR AGREEMENT"), AMONG WELLS FARGO BANK, NATIONAL ASSOCIATION TOGETHER WITH ITS PERMITTED SUCCESSORS AND ASSIGNS, AS REVOLVING LOAN AGENT (AS DEFINED THEREIN) AND WILMINGTON TRUST, NATIONAL ASSOCIATION, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, AS TERM LOAN AGENT (AS DEFINED THEREIN). IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS TRADEMARK SECURITY AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE TERMS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 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 ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MK Holding III Corporation, a Delaware corporation ("Parent"), MetoKote Holdings, Inc., a Delaware corporation ("Holdings"), Metokote Corporation, a Delaware corporation ("MetoKote"), each of Parent's Subsidiaries (other than Holdings) identified on the signature pages thereto (such Subsidiaries, together with MetoKote and each other Subsidiary that becomes a party thereto after the date hereof in accordance with the terms thereto, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

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 Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, 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 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 Code) 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.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include 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 that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

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

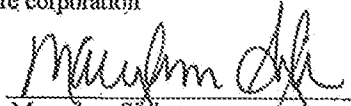
GRANTOR:

METOKOTE CORPORATION,
a Delaware corporation

By:

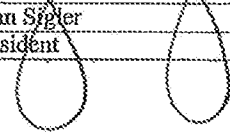
Name:

Title:



Mary Ann Sfigler

Vice President



[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Vivek Tayal

Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
MetoKote Corporation	United States of America	INSITE [®]	3,069,901	March 21, 2006
MetoKote Corporation	United States of America	METOKOTE [™]	85/037,954	May 13, 2010

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

- Royalty Agreement, effective March 16, 2010, between MetoKote Corporation and MetoKote Deutschland GmbH, pursuant to which MetoKote Corporation grants to MetoKote Deutschland GmbH exclusive use of the MetoKote name, logo, identity symbols and sales literature in Germany.
- Royalty Agreement, effective June 2, 2006, between MetoKote Corporation and MetoKote CR s.r.o., pursuant to which MetoKote Corporation grants to MetoKote CR s.r.o. exclusive use of the MetoKote name, logo, identity symbols and sales literature in the Czech Republic.
- Royalty Agreement, effective January 1, 2006, between MetoKote Corporation and MetoKote Hungary Coating Limited Liability Company, pursuant to which MetoKote Corporation grants to MetoKote Hungary Coating Limited Liability Company exclusive use of the MetoKote name, logo, identity symbols and sales literature in Hungary.
- Royalty Agreement, effective January 1, 2004, between MetoKote Corporation and MetoKote de Mexico, S. de R.L. de C.V., pursuant to which MetoKote Corporation grants to MetoKote de Mexico, S. de R.L. de C.V. exclusive use of the MetoKote name, logo, identity symbols and sales literature in Mexico.

- Royalty Agreement, effective November 1, 2002, between MetoKote Corporation and MetoKote Canada Limited, pursuant to which MetoKote Corporation grants to MetoKote Canada Limited exclusive use of the MetoKote name, logo, identity symbols and sales literature in Canada.
- Royalty Agreement, effective November 1, 2001, between MetoKote Corporation and MetoKote U.K. Limited, pursuant to which MetoKote Corporation grants to MetoKote U.K. Limited exclusive use of the MetoKote name, logo, identity symbols and sales literature in the United Kingdom.