

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Laboratory Tops, Inc.		11/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	bank: GERMANY

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4218159	COUNTERTOPS FOR LIFE
Registration Number:	3972316	E DURCON ELEMENTS COUNTERTOPS FOR LIFE
Registration Number:	4094244	DURCON INCORPORATED
Registration Number:	3862649	ELEMENTS
Registration Number:	4246304	ELEMENTS BY DURCON
Registration Number:	4243359	ELEMENTS BY DURCON
Registration Number:	4042559	ELEMENTS PUR
Registration Number:	4042558	ELEMENTS TI
Registration Number:	4042557	ELEMENTS UNLIMITED
Registration Number:	3921263	GREENSTONE
Registration Number:	4032106	HOT SILK FINISH
Registration Number:	1994281	LABORATORY TOPS, INC.
Registration Number:	4243360	SCIENTIFICALLY PROVEN. NATURALLY INSPIRE

CORRESPONDENCE DATA **TRADEMARK**

CH \$340.00 4218159

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Brandon C. Gruner, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24462-1203
NAME OF SUBMITTER:	Brandon C. Gruner
Signature:	/Brandon C. Gruner/
Date:	11/12/2013

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 8, 2013, made by Laboratory Tops, Inc., a Delaware corporation with principal offices at 13413 Galleria Circle, Suite 200, Austin, Texas 78738 (the "Grantor"), in favor of Deutsche Bank AG New York Branch, with principal offices at 60 Wall Street, New York, NY 10005, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 31, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among Wilsonart LLC (the "Borrower"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of October 31, 2012, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement and that certain Assumption Agreement, dated as of November 8, 2013 among Durcon Acquisition Co., Durcon Laboratory Tops Holdings, Inc., Laboratory Acquisition Co. and the Grantor (the "Assumption Agreement"), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Collateral Agreement), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Collateral Agreement and the Assumption Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement and the Assumption Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LABORATORY TOPS, INC.
as Grantor


By: _____

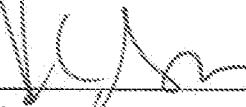

Name: Joseph Thesing

Title: Vice President and Assistant Secretary

[PROJECT JORDAN – SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent and Collateral Agent

By: 
Name: **Michael Stanchina**
Title: **Director**

By: 
Name: **Kirk L. Tashjian**
Title: **Vice President**

[PROJECT JORDAN -- SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005152 FRAME: 0841

SCHEDULE I

Trademarks

Trademark	Country	Owner	AppNo	FileDate	RegNo	RegDate
COUNTERTOPS FOR LIFE	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796588	8/4/2009	4,218,159	10/2/2012
DURCON ELEMENTS COUNTERTOPS FOR LIFE (& design)	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796848	8/4/2009	3,972,316	6/7/2011
DURCON INCORPORATED	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	85/009789	4/8/2010	4,094,244	1/31/2012
ELEMENTS	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796671	8/4/2009	3,862,649	10/19/2010
ELEMENTS BY DURCON	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796864	8/4/2009	4,246,304	11/20/2012
ELEMENTS BY DURCON (& design)	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	85/460864	10/31/2011	4,243,359	11/13/2012
ELEMENTS PUR	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796942	8/4/2009	4,042,559	10/18/2011
ELEMENTS TI	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796929	8/4/2009	4,042,558	10/18/2011
ELEMENTS UNLIMITED	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796878	8/4/2009	4,042,557	10/18/2011
GREENSTONE	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/484304	5/27/2008	3,921,263	2/15/2011
HOT SILK FINISH	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	77/796299	8/4/2009	4,032,106	9/27/2011
LABORATORY TOPS, INC.	U.S.	Laboratory Tops, Inc.	74/342405	12/22/1992	1,994,281	8/20/1996
SCIENTIFICALLY PROVEN. NATURALLY INSPIRED.	U.S.	Laboratory Tops, Inc. d/b/a Durcon Incorporated	85/460866	10/31/2011	4,243,360	11/13/2012