

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
Performance Chemicals & Ingredients Company		08/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, N.A., as Administrative Agent		
Street Address:	2000 McKinney Avenue		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3259135	SENSORY EFFECTS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	13278-189 PERF CHEM & ING		
NAME OF SUBMITTER:	Andrea Walker		
Signature:	/Andrea Walker/		

CH \$40.00 3259135

Date:

11/26/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(Performance Chemicals & Ingredients Company)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 30, 2013, is by and among Performance Chemicals & Ingredients Company, a Delaware corporation (including any permitted successors and assigns, the "Grantor"), and Texas Capital Bank, N.A., as Administrative Agent (in such capacity, the "Secured Party"), for its benefit and the benefit of each other Secured Creditor.

RECITALS:

A. The Grantor, the several lending institutions from time to time parties thereto, and the Secured Party are parties to that certain Amended and Restated Credit Agreement dated as of June 2, 2011 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"). The Grantor, the Lenders and the Secured Party are party to the Second Amendment to Credit Agreement, dated as of even date herewith (the "Second Amendment").

B. In connection with the Credit Agreement, the Grantor executed the Amended and Restated Security Agreement, dated as of June 2, 2011 (such Amended and Restated Security Agreement, as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Unless otherwise defined herein, terms used herein shall have the meanings ascribed to them in the Security Agreement.

C. In connection with the Second Amendment, the Grantor executed the Confirmation Agreement (Security Agreement) dated as of August 30, 2013 ("Confirmation Agreement") to confirm its rights, duties and obligations under the Security Agreement and amend certain terms of the Security Agreement to conform to the provisions of the Credit Agreement.

NOW, THEREFORE, in consideration of the benefits accruing to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Secured Party for the benefit of the Secured Creditors as follows:

Section 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Administrative Agent, and grant to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") referred to in Item A of Schedule 1 attached hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof;

- (b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned or which otherwise has the right to license, or granting any right to use any Trademark now or hereafter owned by any third party, and all rights under any such agreement (all of the foregoing items in this clause (b) being collectively called a "Trademark License") referred to in Item B of Schedule 1 attached hereto;
- (c) all goodwill associated therewith or symbolized by the items described in, clauses (a) and (b), all other assets, rights and interests that uniquely reflect or embody such goodwill;
- (d) all rights to use and/or sell any of the items in clauses (a), (b) and (c);
- (e) the portion of the business to which each Trademark pertains;
- (f) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and
- (g) all proceeds of the foregoing.

Section 2. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 3. Release of Security Interest. Upon the satisfaction of the Obligations secured hereby, Administrative Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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

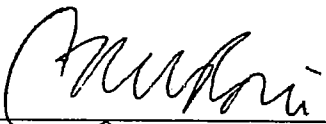
Section 5. Loan Document. This Agreement is a Loan Document within the definition thereof in the Credit Agreement and the other Loan Documents.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

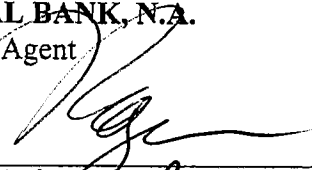
GRANTOR:

**PERFORMANCE CHEMICALS &
INGREDIENTS COMPANY**

By: 
Print Name: Christopher McKerr
Print Title: General Counsel & Secretary

SECURED PARTY:

TEXAS CAPITAL BANK, N.A.
as Administrative Agent

By: 
Print Name: Richard Rogers
Print Title: Executive Vice President

SCHEDULE 1
to
Trademark Security Agreement
(Performance Chemicals & Ingredients Company)

Item A. Trademarks:

Mark	Registration No.	Registration Date
SENSORY EFFECTS & Design	U.S. 3,259,135	07/03/2007

Item B. Trademark Licenses:

[none]