

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
RAVAGO MANUFACTURING AMERICAS, LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Administrative Agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2996617	TRINITY SPECIALTY COMPOUNDING, INC.
Registration Number:	2965999	
Registration Number:	2757470	HYRENE
Registration Number:	3894993	ENVIRAMID
Registration Number:	3615761	ECHO
Registration Number:	2507857	HYLEX
Registration Number:	2372934	HYLAC
Registration Number:	2412144	HYLON
Registration Number:	2865349	HYSUN
Registration Number:	4060111	EZPRENE
Registration Number:	4334468	HYLOX
Registration Number:	4334991	ADVENTURE REQUIRES YOU START WITH EXCELL

CH \$315.00 2996617

CORRESPONDENCE DATA

Fax Number: 6785532693

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

Phone: 678-553-2692

Email: gurveys@gtlaw.com

Correspondent Name: Greenberg Traurig LLP c/o Sheryl Gurvey

Address Line 1: Terminus 200

Address Line 2: 3333 Piedmont Road, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.020100
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	01/02/2014

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this December 20, 2013, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent").

WITNESSETH:

WHEREAS, Ravago Holdings America, Inc., a Delaware corporation ("RHA"), certain of its subsidiaries (together with RHA, each individually, and collectively, the "Borrower") entered into that certain First Amended and Restated Revolving Credit Agreement dated as of December 20, 2013, by and among the Borrower, the Lenders from time to time party thereto (each a "Lender" and collectively, the "Lender Group"), Bank of America, N.A., as a co-documentation agent, joint bookrunner and a Joint Lead Arranger, TD Bank, N.A., as joint bookrunner, syndication agent and as a Joint Lead Arranger, Regions Bank, as a co-documentation agent, U.S. Bank National Association, as a co-documentation agent, and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain First Amended and Restated Security Agreement, dated as of December 20, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the 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 Security Agreement or, if not defined therein, in the Credit Agreement.

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 United States Trademarks and United States Trademarks subject to 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 United States Trademark and each United States Trademark subject to 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.

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 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 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 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 Security Agreement, the 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 shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, 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 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. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including"

are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall be construed in a manner consistent with the terms of Section 1.4 of the Credit Agreement, the applicable terms of which are incorporated herein by this reference, *mutatis mutandis*. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder, are subject to the provisions of that certain

Intercreditor Agreement dated as of December 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Capital Finance, LLC, as Initial ABL Agent (as defined in the Intercreditor Agreement), and Wells Fargo Bank, National Association, as Initial Term Loan Agent (as defined in the Intercreditor Agreement), and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, including, without limitation, regarding the control of certain Collateral by Initial ABL Agent or the Initial Term Loan Agent, the terms of the Intercreditor Agreement shall govern and control.

[Continued on following page.]

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

GRANTOR(S):

RAVAGO HOLDINGS AMERICA, INC., a Delaware corporation

By: 

Name: Ronald J. Nardozzi

Title: Chief Financial Officer

H MUEHLSTEIN & CO. INC., a New York corporation

By: 

Name: Ronald J. Nardozzi

Title: Treasurer

RAVAGO MANUFACTURING AMERICAS, LLC, a Delaware limited liability company

By: 

Name: Ronald J. Nardozzi

Title: Secretary

ENTEC POLYMERS, LLC, a Delaware limited liability company

By: 

Name: Ronald J. Nardozzi

Title: Treasurer

RAVAGO AMERICAS LLC, a Delaware limited liability company

By: 

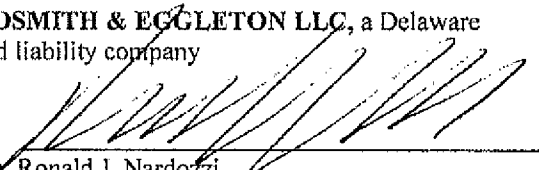
Name: Ronald J. Nardozzi

Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005184 FRAME: 0817

GOLDSMITH & EGGLETON LLC, a Delaware
limited liability company

By: 
Name: Ronald J. Nardozi
Title: Treasurer

{Ravago—Trademark Security Agreement}

TRADEMARK
REEL: 005184 FRAME: 0818

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: William M. Plough

Title: Vice President


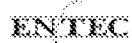



[Ravago—Trademark Security Agreement]






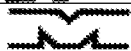
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TRADEMARK SECURITY AGREEMENT SCHEDULES

SCHEDULE I

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
H MUEHLSTEIN & CO. INC.	US	CERTENE	2,425,459	1/30/2001
H MUEHLSTEIN & CO. INC.	US	MUEHLSTEIN	2,873,513	8/17/2004
Ravago Manufacturing Americas, LLC	US	TRINITY SPECIALTY COMPOUNDING, INC.	2,996,617	9/20/2005
Ravago Manufacturing Americas, LLC	US		2,965,999	7/12/2005
H MUEHLSTEIN & CO. INC.	US	CHANNEL PRIME ALLIANCE	3,688,145	9/29/2009
H MUEHLSTEIN & CO. INC.	US	ENSPEC	3,807,979	6/22/2010
Entec Polymers, LLC	US	ENTECH	1,953,072	1/30/1996
Entec Polymers, LLC	US		3,950,178	4/26/2011
Entec Polymers, LLC	US	GEOCHEM	3,953,801	5/3/2011
RAVAGO HOLDINGS AMERICA, INC.	US	RAVAGO RISK SOLUTIONS	3,910,581	1/25/2011
H MUEHLSTEIN & CO. INC.	US		0,742,793	1/1/1963
Ravago Manufacturing Americas, LLC	US	HYRENE	2,757,470	8/26/2003
Ravago Manufacturing Americas, LLC	US	ENVIRAMID	3,894,993	12/21/2010
Ravago Manufacturing Americas, LLC	US	ECHO	3,615,761	5/5/2009
Ravago Manufacturing Americas, LLC	US	HYLEX	2,507,857	11/13/2001
Ravago Manufacturing Americas, LLC	US	HYLAC	2,372,934	8/1/2000
Ravago Manufacturing Americas, LLC	US	HYLON	2,412,144	12/12/2000
Ravago Manufacturing Americas, LLC	US	HYSUN	2,865,349	7/20/2004
RAVAGO HOLDINGS AMERICA, INC.	US	AMCO	4,326,779	4/30/2013
Ravago Manufacturing Americas, LLC	US	EZPRENE	4,060,111	11/22/2011
RAVAGO HOLDINGS AMERICA, INC.	US		4,316,066	4/9/2013
Entec Polymers, LLC	US	HYPEL	4,420,712	10/22/2013
Ravago Manufacturing Americas	US	HYLOX	4,334,468	5/14/2013
Goldsmith & Eggleton, LLC	US	GOLDSMITH & EGGLETON	4,446,337	12/10/2013
Goldsmith & Eggleton, LLC	US		SN: 85754973	10/16/2012
Goldsmith & Eggleton, LLC	US	RELIABLE POLYMER ALTERNATIVES	4,446,339	12/10/2013
RAVAGO HOLDINGS	US	AMALLOY	4,367,493	7/16/2013

AMERICA, INC.				
Ravago Manufacturing Americas	US	ADVENTURE REQUIRES YOU START WITH EXCELLENCE	4,334,991	5/14/2013
Entec Polymers, LLC	US		4,383,344	8/13/2013
H MUEHLSTEIN & CO. INC.	US	BURCHAM INTERNATIONAL	4,431,367	11/12/2013
H MUEHLSTEIN & CO. INC.	US		4,417,405	10/15/2013
H MUEHLSTEIN & CO. INC.	US		SN: 86045615	8/22/2013
Ravago Americas LLC	US	GENESIS POLYMERS	SN: 86081064	10/2/2013
Ravago Americas LLC	US		SN: 86105228	10/30/2013
Ravago Americas LLC	US	CRYSTALADD	SN: 86132551	12/2/2013
H MUEHLSTEIN & CO. INC.	US	AQUATUF	2,607,998	8/13/2002
H MUEHLSTEIN & CO. INC.	US	POLYMERLINE	2,967,375	7/12/2005
H MUEHLSTEIN & CO. INC.	US		2,794,458	12/16/2003
H MUEHLSTEIN & CO. INC.	US		2,794,459	12/16/2003

TRADE NAMES

Grantor	Trade Names
RAVAGO HOLDINGS AMERICA, INC.	None
Ravago Manufacturing Americas, LLC	RMA New York Trinity Specialty Compounding Enplast America
Entec Polymers, LLC	Entec International Flowtech
H MUEHLSTEIN & CO. INC.	Rapid Plastics Muehlstein International (used in Latin America) Burcham International
MUEHLSTEIN INTERNATIONAL, LTD.	None
Ravago Risk Solutions LLC	None
Ravago Americas LLC	Genesis Polymers Muehlstein Channel Prime Alliance Entec Polymers Channel Prime Alliance International CPA International Burcham International Rapid Plastics Channel Prime Alliance Geochem International American Compounding Specialties Amco Polymers

	Trinity Specialty Compounding Ravago Manufacturing Americas Entec International RMA New York Enplast Americas
Goldsmith & Eggleton LLC	None

COMMON LAW TRADEMARKS

See attached.

TRADEMARKS NOT CURRENTLY IN USE

None.

TRADEMARK LICENSES

See above.

LIST OF COMMON LAW US TRADEMARKS

Mark	Reg. No.	Serial No.	Comments	Owner
COMTEC	2471512	76062664	Cancelled on March 2, 2012 (Failure to file Maintenance)	Ravago Manufacturing Americas, LLC
HYRIL	2779801	75807777	Cancelled on June 12, 2010 (Failure to file Maintenance)	Ravago Manufacturing Americas, LLC
HYVEX	2779802	75807778	Cancelled on June 12, 2010 (Failure to file Maintenance)	Ravago Manufacturing Americas, LLC
TRINTENE	N/A	N/A	Never registered	Unknown
CHANNEL POLYMERS	2258942	75407474	Cancelled on February 13, 2010 (Failure to file Maintenance)	H. Muehlstein & Co., Inc.
New Kid Logo	2645026	75931421	Cancelled on June 13, 2009 (Failure to file Maintenance)	H. Muehlstein & Co., Inc.
FAST-TRAX	2727717	76/171,017	Cancelled on January 23, 2010 (Failure to file Maintenance)	H. Muehlstein & Co. Inc
HYPRO	N/A	76208856	Never registered- failure to respond to OA – OA not available	Comtec Polymers, Inc.
HYBRID	N/A	76062665	Abandoned on August 16, 2001 (Failure to respond to OA) <i>Note: This mark is used on the Ravago Manufacturing website http://www.is-t.net/clients/ravago/beta/products?cid=MTMy&scid=MTM1&pn=hybrid-pc-alloys A trademark registration for "LAURAMID HYBRID" was issued on March 22, 2011, to Albert Handtmann Elteka Verwaltungs – GmbH (Germany), covering "chemicals for use in industry and science" and "unprocessed artificial resins, unprocessed plastics, unprocessed plastics based on polymer materials lactams."</i>	Comtec Polymers, Inc.
HYLOY	N/A	75807779	Abandoned on August 4, 2000 (Failure to respond to OA)	Comtec Polymers, Inc.
FLOWTEC	N/A	78920650	Abandoned on November 9, 2007 (Failure to file Statement of Use)	Entec Polymers, LLC
APTEC	N/A	78506936	Abandoned on December 13, 2005 (Failure to respond to OA) <i>Note: Examiner issued refusal based on Registered mark owned by 3rd party. The cited mark was cancelled on January 17, 2009, due to failure to file maintenance</i>	Entec Polymers, LLC
HYPRO	N/A	76208856	Abandoned on November 26, 2001 (Failure to respond to OA – OA not available)	Comtec Polymers, Inc.
HYPROP	N/A	78078195	Abandoned on August 27, 2002 (Failure to file Statement of Use)	Entec Polymers, Inc.
HYRON	N/A	78073539	Abandoned on August 27, 2002 (Failure to file Statement of Use)	Entec Polymers, Inc.
RESIN EXPRESS	N/A	76208857	Abandoned on July 30, 2004 (Failure to file Statement of Use) <i>Note: This mark was registered by Ravago S.A. and has since been cancelled</i>	Entec Polymers, Inc.
GENPLAS	2425857	75769721	Cancelled on November 3, 2007 (Failure to file maintenance)	James Ashton (Individual)
HYALLOY	N/A	N/A	Not filed	Unknown
HYLENE	N/A	N/A	registered by Parker Intangibles LLC for "ORGANIC ISOCYANATES FOR USE IN REACTIONS WITH ACTIVE HYDROGEN OF ANY SUBSTANCE WHERE CHAIN EXTENDING OR CROSS LINKING ARE DESIRED" and "organic isocyanates for use in industrial chemical manufacturing processes and	Unknown

LIST OF COMMON LAW US TRADEMARKS

			thermoplastic resins and thermoplastic elastomers derived from such isocyanates for use in industrial chemical manufacturing processes” in Class 001.	
SURESPEC	N/A	N/A	Waiting for filing instruction from client	
RAVAGO COMPOUNDS	N/A	N/A		
MABLEX	N/A	N/A		
MAFILL	N/A	N/A		
POLYFAST	N/A	N/A		
RAVAFLEX	N/A	N/A		
RAVALENE	N/A	N/A		
RAVAMID	N/A	N/A		
SCOLEFIN	N/A	N/A		
SCONABLEND	N/A	N/A		
SICOFLEX	N/A	N/A		
SICOKLAR	N/A	N/A		
SICORAN	N/A	N/A		
SICOSTIROLO	N/A	N/A		
SICOTER	N/A	N/A		
ENSOFT	N/A	N/A		
ENFLEX	N/A	N/A		