

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sachem, Inc.		02/28/2014	CORPORATION: TEXAS
Sachem Asia, Inc.		02/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3883213	MOBIUS SYSTEM	
Registration Number:	3883214	MOBIUS SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0011046-301808		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	05/05/2014		
Total Attachments: 10			
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**FIRST AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated effective as of February 28, 2014 (the "Amendment"), is made by and among SACHEM INC. (the "Borrower") and SACHEM ASIA INC. (a "Pledgor, and together with the Borrower, the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders as defined herein (the "Administrative Agent").

R E C I T A L S:

A. The parties hereto are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of June 17, 2010 and recorded on June 18, 2010 at Patent Reel 024555, Frame 0963 and on June 18, 2010 at Trademark Reel 004227, Frame 0742 (as amended, restated, modified or supplemented from time to time, the "Patent, Trademark and Copyright Security Agreement").

B. In connection with the Third Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrower, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent (as each such term is defined in the Credit Agreement), the Pledgors party hereto and the Administrative Agent desire to amend the Patent, Trademark and Copyright Security Agreement to supplement Schedule A to and to continue the obligations, liabilities and indebtedness of the Pledgors to the Administrative Agent and the Lenders.

C. This Agreement amends the Patent, Trademark and Copyright Security Agreement thereby continuing to secure all of the Debt (as defined in the Patent, Trademark and Copyright Security Agreement) under the Credit Agreement and the other Loan Documents, all as otherwise more fully described herein in the manner set forth herein.

D. NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Patent, Trademark and Copyright Security Agreement.

2. Amendment of Patent, Trademark and Copyright Security Agreement.

A. Amendment to Schedule A. Schedule A to the Patent, Trademark and Copyright Security Agreement is supplemented as set forth in Annex A hereto.

3. Representations and Warranties. The Pledgors hereby represent and warrant to the Administrative Agent as follows:

A. The representations and warranties of the Pledgors contained in the Patent, Trademark and Copyright Security Agreement are true and correct on and as of the date hereof with the same force and effect as though made by the Pledgors on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

B. The Pledgors are in compliance with all terms, conditions, provisions, and covenants contained in the Patent, Trademark and Copyright Security Agreement, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Pledgors or any of their respective property.

4. Conditions of Effectiveness of this Amendment. The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

A. The Pledgors shall pay the costs and expenses of the Administrative Agent, including without limitation, reasonable fees of the Administrative Agent's counsel in connection with this Amendment.

B. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Administrative Agent, and the Administrative Agent shall have received from the Pledgors all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Administrative Agent.

C. No Default or Event of Default has occurred and is continuing, and Pledgors by executing this Amendment confirms the same and also confirms the accuracy of the representations and warranties in Section 3 above.

5. Force and Effect. Pledgors reconfirm, restate, and ratify the Patent, Trademark and Copyright Security Agreement, the Loan Documents and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Pledgors confirm that all such documents have remained in full force and effect since the date of their execution. This Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Patent, Trademark and Copyright Security Agreement or under the Credit Agreement or any of the other Loan Documents. The Pledgors and the Administrative Agent acknowledge and agree that the Patent, Trademark and Copyright Security Agreement remains in full force and effect and has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under each and all of the Credit Agreement and the other Loan Documents since the date of execution of Patent, Trademark and Copyright Security Agreement, and that this Amendment is entitled to all rights and benefits originally pertaining to the Patent, Trademark and Copyright Security Agreement.

6. Governing Law. This Amendment shall be deemed to be a contract under the laws of the State of New York and shall, pursuant to New York General Obligations Law 5-1401, for all purposes be governed by and construed and enforced with the laws of the State of New York.

7. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

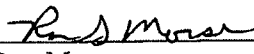
8. Effective Date. This Amendment shall be effective as of and shall be dated as of the date of satisfaction of all conditions set forth in Section 4 of this Amendment.

[SIGNATURES BEGIN ON NEXT PAGE]

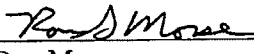
**[SIGNATURE PAGE TO FIRST AMENDMENT TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto
have executed this Amendment as of the date first above written.

SACHEM, INC.

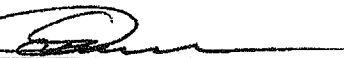
By: 
Name: Ron Morse
Title: Chief Financial Officer

SACHEM ASIA, INC.

By: 
Name: Ron Morse
Title: Chief Financial Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Christian S. Brown
Title: Senior Vice President

ANNEX A

AMENDED AND RESTATED SCHEDULE A TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

SCHEDULE A

UNITED STATES PATENTS AND APPLICATIONS

TITLE	PATENT #	ISSUED	SER. #	FILED
PREPARATION OF ONIUM HYDROXIDES IN AN ELECTROCHEMICAL CELL	5833832	11/10/1998	08704898	08/30/1996
ELECTROCHEMICAL PROCESS FOR PURIFYING HYDROXIDE COMPOUNDS	5709790	01/20/1998	08725609	10/03/1996
PROCESS FOR PURIFYING HYDROXIDE COMPOUNDS	5753097	05/19/1998	08725626	10/03/1996
PROCESS FOR RECOVERING ORGANIC HYDROXIDES FROM WASTE SOLUTIONS	5868916	02/09/1999	08800229	02/12/1997
PROCESS FOR RECOVERING ORGANIC HYDROXIDES FROM WASTE SOLUTIONS	5910237	06/08/1999	08815382	03/11/1997
PROCESS FOR RECOVERING ONIUM HYDROXIDES FROM SOLUTIONS CONTAINING ONIUM COMPOUNDS	5968338	10/19/1999	09009319	01/20/1998
CATALYTIC FILM, METHODS OF MAKING THE CATALYTIC FILMS, AND ELECTROSYNTHESIS OF COMPOUNDS USING THE CATALYTIC FILM	6165341	12/26/2000	09133850	08/13/1998

ELECTROSYNTHESIS OF HYDROXYLAMMONIUM SALTS AND HYDROXYLAMINE USING A MEDIATOR	6024855	02/15/2000	09133851	08/13/1998
PROCESS FOR RECOVERING ONIUM HYDROXIDES OR ONIUM SALTS FROM SOLUTIONS CONTAINING ONIUM COMPOUNDS USING ELECTROCHEMICAL ION EXCHANGE	6207039	03/27/2001	09277560	03/26/1999
PROCESS FOR RECOVERING ORGANIC HYDROXIDES WASTE SOLUTIONS	6217743	04/17/2001	09370682	08/09/1999
PROCESS FOR RECOVERING ONIUM HYDROXIDES FROM SOLUTIONS CONTAINING ONIUM COMPOUNDS	6508940	01/21/2003	09693293	10/20/2000
ELECTROCHEMICAL PROCESS FOR PRODUCING IONIC LIQUIDS	6991718	01/31/2006	09990651	11/21/2001
PURIFICATION OF ONIUM HYDROXIDES BY ELECTRODIALYSIS	6787021	09/07/2004	10038537	01/03/2002
POLYMER GRAFTED SUPPORT POLYMERS	6849688	02/01/2005	10106157	03/26/2002
LEWIS ACID IONIC LIQUIDS	7053232	05/30/2006	10642437	08/15/2003
SYNTHETIC MULTIPLE QUATERNARY AMMONIUM SALTS	7214806	05/08/2007	10795772	03/08/2004
CLEANING SOLUTIONS AND ETCHANTS AND METHODS FOR USING SAME	7192910	03/20/2007	10974569	10/27/2004

REMOVAL OF METAL IONS FROM ONIUM HYDROXIDES AND ONIUM SALT SOLUTIONS	7572379	08/11/2009	11223247	09/02/2005
CATION-EXCHANGE DISPLACEMENT CHROMATOGRAPHY PROCESS AND CATIONIC ORGANIC COMPOUNDS FOR USE AS DISPLACER COMPOUNDS IN CATION-EXCHANGE DISPLACEMENT CHROMATOGRAPHY PROCESS	7632409	12/15/2009	11551765	10/23/2006
ANION-EXCHANGE DISPLACEMENT CHROMATOGRAPHY PROCESS AND ANIONIC ORGANIC COMPOUNDS FOR USE AS DISPLACER COMPOUNDS IN ANION-EXCHANGE DISPLACEMENT CHROMATOGRAPHY PROCESS	8496835	07/30/2013	11564951	11/30/2006
HIGH NEGATIVE ZETA POTENTIAL POLYHEDRAL SILSESQUOXANE COMPOSITION AND METHOD FOR DAMAGE FREE SEMICONDUCTOR WET CLEAN	7976638	07/12/2011	12269121	11/12/2008
PROCESS FOR PREPARING ADVANCED CERAMIC POWDERS USING ONIUM DICARBOXYLATES	7867471	01/11/2011	12417793	04/03/2009
SELECTIVE SILICON ETCH PROCESS	7994062	08/09/2011	12609692	10/30/2009
POLYCATIONIC ORGANIC COMPOUNDS	NONE	NONE	12630985	12/04/2009

BUFFER COMPOUNDS	8361779	01/29/2013	12953569	11/24/2010
QUATERNARY AMMONIUM HYDROXIDES	NONE	NONE	13430985	03/27/2012
PROCESS FOR IMPROVED RECOVERY OF ONIUM HYDROXIDE FROM COMPOSITIONS CONTAINING PROCESS RESIDUES	NONE	NONE	14143908	12/30/2013

UNITED STATES TRADEMARK REGISTRATIONS

MARK	SER. NO.	FILED	REG. NO.	ISSUED
AVANTA AC	77549375	08/18/2008	3681200	09/08/2009
ENVURE	77549391	08/18/2008	3681201	09/08/2009
EXPELL	77549414	08/18/2008	3681203	09/08/2009
PROPELL	77549461	08/18/2008	3706589	11/03/2009
ISOLIS	77549490	08/18/2008	3706590	11/03/2009
MOBIUS SYSTEM	77139530	03/24/2007	3883213	11/30/2010
MOBIUS SYSTEM	77139532	03/24/2007	3883214	11/30/2010
SACHEM	78765203	12/02/2005	3782813	04/27/2010
SACHEM	78765207	12/02/2005	3773573	04/06/2010