

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertellus Specialties Inc.		03/21/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	200 South Wacker Drive		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	national association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85950410	NIAPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4123942555		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	412-394-7767		
<b>Email:</b>	traip@clarkhillthorpreed.com		
<b>Correspondent Name:</b>	Paul D. Bangor, Jr.		
<b>Address Line 1:</b>	301 Grant Street, 14th Floor		
<b>Address Line 2:</b>	One Oxford Centre		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	83359.304451		
<b>NAME OF SUBMITTER:</b>	Paul D. Bangor, Jr.		
<b>SIGNATURE:</b>	/Paul D. Bangor, Jr./		
<b>DATE SIGNED:</b>	06/16/2014		
<b>Total Attachments: 7</b>			
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**TRADEMARK**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement") dated as of March 21, 2014, is made by and among the Persons listed on the signature pages hereof (collectively, the "Grantors") and PNC Bank, National Association, as administrative and collateral agent (in such capacity, together with its permitted successors and assigns, the "Agent") for the Lenders (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, VERTELLUS SPECIALTIES INC., an Indiana corporation (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto, the Lenders and the Agent have entered into a Credit Agreement dated as of September 30, 2010 (as amended, amended and restated, waived, renewed, replaced, restructured, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Collateral Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Pledge and Security Agreement dated as of September 30, 2010 by and among the Grantor, such other Persons party thereto and the Agent (as amended, amended and restated, waived, renewed, replaced, restructured, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated as of September 30, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in the Additional Collateral (as defined in Section 2 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined in this IP Security Agreement, capitalized terms herein shall have the meanings ascribed to them in the Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in such Grantor's right, title and interest in and to the following property of such Grantor, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "Additional Collateral"):

- (i) all patents, patent applications, utility models and statutory invention registrations, together with all inventions claimed or disclosed therein, and all improvements thereto, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, certification marks, collective marks, and other source identifiers, whether registered or unregistered, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in any United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use trademark application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights (whether or not the underlying works of authorship have been published), including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedules A, B and C hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, the security interest in the Collateral created hereunder secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by such Grantor to any Lender under the Credit Agreement and/or the Other Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Issuer or Grantor.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

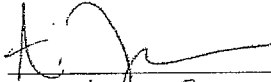
SECTION 8. Intercreditor Agreement. Reference is made to the Lien Subordination and Intercreditor Agreement, dated as of September 30, 2010, among PNC Bank, National Association, as agent for the ABL Secured Parties referred to therein; U.S. Bank National Association, as Noteholder Agent (as defined in the Intercreditor Agreement); Vertellus Specialties Inc.; and the subsidiaries of Vertellus Specialties Inc. named therein (the "Intercreditor Agreement"). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Agent on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable ABL Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control, *provided*, that, in the event of any inconsistency between the provisions of the Credit Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Grantor and the Agent have caused this IP Security Agreement Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

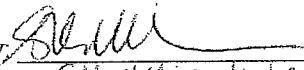
Vertellus Specialties Inc.

By:   
Name: Anne Cary  
Title: Vice President

Address for Notices:

Vertellus Specialties Inc.  
201 N. Illinois Street  
Suite 1800  
Indianapolis, IN 46241  
Attention: General Counsel

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By:   
Name: Sherry Winick  
Title: Vice President

Address for Notices:

PNC Bank, National Association 200 South  
Wacker Drive, Suite 600 Chicago, Illinois  
60606 Attention: Sherry Winick, Vice  
President

SCHEDULE A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT  
US PATENT REGISTRATIONS AND APPLICATIONS 6/1/2013 TO 3/31/2014

NONE

SCHEDULE B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT  
US TRADEMARK REGISTRATIONS AND APPLICATIONS 6/1/2013 to 3/31/2014

<b>Trademark</b>	<b>Filed Date</b>	<b>Application No.</b>	<b>Country</b>	<b>Status</b>
NIAPRO	6/4/2013	85/950,410	USA	Allowed
NIAPRO	12/4/2013	1654866	Canada	Filed
NIAPRO	12/4/2013	n/a	China (People's Republic)	Filed
NIAPRO	12/4/2013	12395968	European Community	Filed
NIAPRO	12/4/2013	1438146	Mexico	Filed
NIAPRO	12/4/2013	102067879	Taiwan	Filed



SCHEDULE C  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT  
US COPYRIGHT REGISTRATIONS 6/1/2013 to 3/31/2014

NONE