# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312962

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | Second Lien Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Emerald Specialty Polymers, LLC | | 08/01/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Credit Suisse AG, Cayman Islands Branch, as Collateral Agent |
| **Street Address:** | 11 Madison Avenue |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10010 |
| **Entity Type:** | the Cayman Islands branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND |

**PROPERTY NUMBERS Total: 2**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 86132699 | HYPRO |
| **Serial Number:** | 86132770 | NYCHEM |

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

***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.***

**Phone:** 212-906-1200
**Email:** angela.amaru@lw.com
**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru
**Address Line 1:** 885 Third Avenue
**Address Line 2:** Suite 1000
**Address Line 4:** New York, NEW YORK 10022

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|---|---|
| **ATTORNEY DOCKET NUMBER:** | 030786-0627 |
| **NAME OF SUBMITTER:** | Angela M. Amaru |
| **SIGNATURE:** | /s/ Angela M. Amaru |
| **DATE SIGNED:** | 08/05/2014 |

**Total Attachments: 7**
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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**(Trademarks and Trademark Licenses)**

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2014, between Emerald Hilton Davis, LLC, a Delaware limited liability company, Emerald Specialty Polymers, LLC, a Delaware limited liability company, Emerald Polymer Additives, LLC, Delaware limited liability company, Emerald Kalama Chemical, LLC, Delaware limited liability company, Emerald Carolina Chemical, LLC, Delaware limited liability company, CVC Specialty Chemicals, Inc. a New Jersey corporation, Emerald Performance Materials, LLC, a Delaware limited liability company, Emerald Foam Control, a Delaware limited liability company, (each, as a "***Grantor***"), and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Emerald Performance Materials, LLC, (the "***Borrower***"), the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of August 1, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the " ***Second Lien Credit Agreement***");

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of August 1, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Security Agreement***"), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "***Grantee***"), and (ii) certain other Security Documents (including this Second Lien Trademark Security Agreement), each Grantor has secured certain of its obligations (the "***Obligations***") or secured its guarantee of certain obligations of the Borrower (the "***Grantor's Secured Guarantee***"), as applicable, by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Second Lien Security Agreement, each Grantor hereby grants to the Grantee, to secure the Obligations or such Grantor's Secured Guarantee, as applicable, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "***Trademark Collateral***"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Second Lien Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Second Lien Trademark Security Agreement and the provisions of the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

EMERALD HILTON DAVIS, LLC
EMERALD SPECIALTY POLYMERS, LLC
EMERALD POLYMER ADDITIVES, LLC
EMERALD KALAMA CHEMICAL, LLC
EMERALD CAROLINA CHEMICAL, LLC
CVC SPECIALTY CHEMICALS, INC.
EMERALD PERFORMANCE MATERIALS, LLC
EMERALD FOAM CONTROL, LLC

By: Candace M. Wagner
Name: Candace M. Wagner
Title: Chief Financial Officer

[Second Lien Trademark Security Agreement]

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: Bill O'Daly
Title: Authorized Signatory

By: _____
Name: Vipul Dhadda
Title: Authorized Signatory

**Schedule 1**
**to Second Lien Trademark Security Agreement**

## TRADEMARKS

| Owner | Trademark | Country | App. No./ Filing Date | Reg. No./ Reg. Date |
|---|---|---|---|---|
| Emerald Carolina Chemical, LLC | FABRITONE | United States of America | 75/714381 5/26/1999 | 2425818 1/30/2001 |
| Emerald Carolina Chemical, LLC | FLUFFSOFT | United States of America | 86193149 February 13, 2014 | 4572536 7/22/2014 |
| Emerald Carolina Chemical, LLC | FREECAT | United States of America | 74/441827 9/30/1993 | 1949417 1/16/1996 |
| Emerald Carolina Chemical, LLC | FREECHEM | United States of America | 74/441815 9/30/1993 | 1953587 1/30/1996 |
| Emerald Carolina Chemical, LLC | FREEDOM | United States of America | 74/363699 3/2/1993 | 2053005 4/15/1997 |
| Emerald Carolina Chemical, LLC | FREELUBE | United States of America | 74/441810 9/30/1993 | 1941519 12/12/1995 |
| Emerald Carolina Chemical, LLC | FREEPEL | United States of America | 74/441817 9/30/1993 | 1949416 1/16/1996 |
| Emerald Carolina Chemical, LLC | FREEREZ | United States of America | 74/441816 9/30/1993 | 1949415 1/16/1996 |
| Emerald Carolina Chemical, LLC | FREETEX | United States of America | 74/441812 9/30/1993 | 1949413 1/16/1996 |
| Emerald Carolina Chemical, LLC | SILMERA | United States of America | 86138524 12/9/2013 | - |
| Emerald Hilton Davis, LLC | AQUONIUM | United States of America | 72/459431 6/5/1973 | 0984804 5/28/1974 |
| Emerald Hilton Davis, LLC | AURACOTE | United States of America | 73/058782 7/25/1975 | 1039034 5/11/1976 |
| Emerald Hilton Davis, LLC | COLOR REALM | United States of America | 78/437726 6/18/2004 | 3077665 4/4/2006 |
| Emerald Hilton Davis, LLC | HIDACID (Stylized) | United States of America | 71/596450 4/27/1950 | 0542782 5/22/1951 |
| Emerald Hilton Davis, LLC | HILTON DAVIS | United States of America | 74/594569 11/3/1994 | 1975942 5/28/1996 |
| Emerald Hilton Davis, LLC | SEATONE | United States of America | 72/060187 10/6/1958 | 0690383 12/29/1959 |
| Emerald Hilton Davis, LLC | SUP-R-CONC | United States of America | 72/448132 2/8/1973 | 0993548 9/24/1974 |
| Emerald Hilton Davis, LLC | SUP-R-CRYL | United States of America | 73/204110 2/16/1979 | 1137133 6/24/1980 |
| Emerald Hilton Davis, LLC | OBSIDIAN | United States of America | 75/777823 8/17/1999 | 3066994 3/14/2006 |

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|---|---|---|---|---|
| Emerald Hilton Davis, LLC | MULTIJET | United States of America | 77/279564<br>9/14/2007 | 3430788<br>5/20/2008 |
| Emerald Hilton Davis, LLC | POLYJET | United States of America | 77/279590<br>9/14/2007 | 3430793<br>5/20/2008 |
| Emerald Performance Materials, LLC | LUCIDA COLORS | United States of America | 85/520,304<br>1/19/2012 | 4398499<br>9/10/2013 |
| Emerald Performance Materials, LLC | VERDIS | United States of America | 85/504,998<br>12/28/2011 | 4378434<br>8/6/2013 |
| Emerald Polymer Additives, LLC | CURE-RITE | United States of America | 73/044057<br>2/12/1975 | 1044545<br>7/27/1976 |
| Emerald Polymer Additives, LLC | DPPD | United States of America | 71/669113<br>6/29/1954 | 0613721<br>10/11/1955 |
| Emerald Polymer Additives, LLC | GOODRITE | United States of America | 71/491563<br>11/14/1945 | 0422356<br>7/16/1946 |
| Emerald Polymer Additives, LLC | GOOD-RITE | United States of America | 72/430249<br>7/19/1972 | 0961838<br>6/26/1973 |
| Emerald Polymer Additives, LLC | GOOD-RITE | United States of America | 72/436104<br>9/19/1972 | 0969439<br>10/2/1973 |
| Emerald Polymer Additives, LLC | RESIN D | United States of America | 73/076147<br>2/3/1976 | 1063037<br>4/12/1977 |
| Emerald Polymer Additives, LLC | STALITE | United States of America | 73/076146<br>2/3/1976 | 1047433<br>9/7/1976 |
| Emerald Polymer Additives, LLC | SUPERLITE | United States of America | 72/041810<br>12/5/1957 | 0678285<br>5/12/1959 |
| Emerald Specialty Polymers, LLC | HYPRO | United States of America | 86/132,699<br>12/2/2013 | - |
| Emerald Specialty Polymers, LLC | NYCHEM | United States of America | 86/132,770 | - |
| Emerald Foam Control, LLC | FOAM BLAST | United States of America | 76/285482<br>7/16/2001 | 2699569<br>3/25/2003 |
| Emerald Foam Control, LLC | MASIL | United States of America | 73/172877<br>6/2/1978 | 1210144<br>9/28/1982 |
| Emerald Foam Control, LLC | MAZU | United States of America | 73/172878<br>6/2/1978 | 1112050<br>1/30/1979 |
| Emerald Kalama Chemical, LLC | K-FLEX | United States of America | 74/540133<br>6/20/1994 | 1909629<br>8/8/1995 |
| Emerald Kalama Chemical, LLC | KALAMA | United States of America | 77/739992<br>5/19/2009 | 3877652<br>11/16/2010 |
| Emerald Kalama Chemical, LLC | LILIENCE | United States of America | 77/799839<br>8/7/2009 | Registered<br>3855601<br>10/5/2010 |
| CVC Specialty Chemicals, Inc. | ERISYS | United States of America | 86/121,442<br>11/18/2013 | - |
| CVC Specialty Chemicals, Inc. | HYPOX | United States of America | 86/121,460<br>11/18/2013 | - |
| CVC Specialty Chemicals, Inc. | OMICURE | United States of America | 86/121,411<br>11/18/2013 | - |
| Emerald Performance Materials, LLC | EMERALD | United States of America | 85/324867<br>05/19/2011 | 4344989<br>6/4/2013 |

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| Emerald Performance Materials, LLC | EMERALD PERFORMANCE MATERIALS | United States of America | 85/324162<br>05/18/2011 | 4,344,987<br>6/4/2013 |

## TRADEMARK LICENSES

None.