TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312970

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emerald Kalama Chemical, 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: 3

Property Type	Number	Word Mark
Registration Number:	1909629	K-FLEX
Registration Number:	3877652	KALAMA
Registration Number:	3855601	LILIENCE

CH $90.00 1909629

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

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;

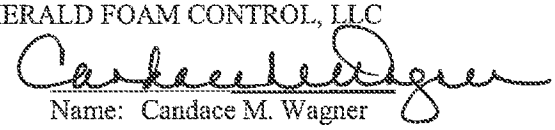
provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

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: 

Name: Candace M. Wagner
Title: Chief Financial Officer

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

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

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

TRADEMARK LICENSES

None.