

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks (Second Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOLENIS TECHNOLOGIES, L.P.		07/31/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 120

Property Type	Number	Word Mark
Registration Number:	2012756	ACC/ME
Registration Number:	1452693	ADJUNCT
Registration Number:	1731963	ADVANTAGE
Registration Number:	3299620	ADVANTAGE
Registration Number:	3676920	ADVANTAGE
Registration Number:	1812634	ADVANTAGE PLUS
Registration Number:	1024421	AGK
Registration Number:	0976197	AMERCOR
Registration Number:	1069582	AMERFLOC
Registration Number:	1405406	AMERGIZE
Registration Number:	1012530	AMERGY
Registration Number:	1099925	AMEROYAL
Registration Number:	1053931	AMERPACK
Registration Number:	1038352	AMERSEP
Registration Number:	0969456	AMERSITE
Registration Number:	1039961	AMERSPERSE
Registration Number:	0996036	AMERSTAT
Registration Number:	0973181	AMERTROL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1038353	AMERZINE
Registration Number:	0613726	AQUAPEL
Registration Number:	0628890	AQUAPEL
Registration Number:	4481530	BIOBOND. IMPROVING THE SUSTAINABILITY OF
Registration Number:	1012512	BIOSPERSE
Registration Number:	3941911	BLUAGRO
Registration Number:	3952124	BLUAGRO LIVE
Registration Number:	3432380	BRINEHIB
Registration Number:	1792266	CHARGE PAC
Registration Number:	2089930	CHROMASET
Registration Number:	0920495	CREPETROL
Registration Number:	0593485	DE-AIREX
Registration Number:	0873681	DELFLOC
Registration Number:	0900513	DELSETTE
Registration Number:	1589568	DETAC
Registration Number:	3313261	DIMENSION
Registration Number:	1786375	DIOLTECH
Registration Number:	1480337	DREWAMINE
Registration Number:	1891882	DREWBROM
Registration Number:	1254199	DREWCHLOR
Registration Number:	1252665	DREWCLEAN
Registration Number:	1816545	DREWCOR
Registration Number:	1077204	DREWFAX
Registration Number:	0628085	DREWFLOC
Registration Number:	1125892	DREWGARD
Registration Number:	2170089	DREWGARD
Registration Number:	1979849	DREWPHOS
Registration Number:	1810344	DREWPLEX
Registration Number:	1281980	DREWPLUS
Registration Number:	1068788	DREWSPERSE
Registration Number:	1821051	DREW TRAX
Registration Number:	1810343	DREWTROL
Registration Number:	2433556	DREWZYME
Registration Number:	1796206	DWS
Registration Number:	3502125	EASYDREW
Registration Number:	3147114	EDGE
Registration Number:	2074233	ENVIROCARE
Registration Number:	4195439	ENVIROINNOVATION
Registration Number:	1252086	ENVIROMATE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2973885	ENVIROPLUS
Registration Number:	2243806	FERROCLEAN
Registration Number:	1951344	HERCOBOND
Registration Number:	3164111	HERCOBOND
Registration Number:	0538235	HERCOFLEX
Registration Number:	0685356	HERCOLUBE
Registration Number:	0978867	HERCON
Registration Number:	0873263	HERCOSETT
Registration Number:	0780519	HERCULES
Registration Number:	1339831	HERCULES
Registration Number:	0363212	HERCULES
Registration Number:	2084283	HERCULES
Registration Number:	1441668	HI-PHASE
Registration Number:	2841357	IMPRESS
Registration Number:	2221000	INFINITY
Registration Number:	1852821	KYBREAK
Registration Number:	0559945	KYMENE
Registration Number:	1181734	MAXIGARD
Registration Number:	1467847	MEKOR
Registration Number:	1792264	MICROLUBE
Registration Number:	1271395	MILLSPERSE
Registration Number:	0916119	NEUPHOR
Registration Number:	1378696	OILBREAK
Registration Number:	1781208	ONGUARD
Registration Number:	1935767	ONGUARD
Registration Number:	4276527	OPTIFILL
Registration Number:	0556398	PARACOL
Registration Number:	2717199	PERFORM
Registration Number:	1525072	PERFORMAX
Registration Number:	0561627	PEXOL
Registration Number:	3427580	POLYCUP
Registration Number:	0863338	POLYCUP
Registration Number:	3378640	POLYSTABIL
Registration Number:	2031123	POWERBOOST
Registration Number:	1193821	PRAESTOL
Registration Number:	2405971	PREQUEL
Registration Number:	2220954	PRESSTIGE
Registration Number:	2223230	PROSOFT
Registration Number:	1777569	PROTECSOL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2237591	PROTOCOL
Registration Number:	2220955	RENEW
Registration Number:	3658545	RENEW
Registration Number:	1229090	REZOSOL
Registration Number:	3427641	REZOSOL
Registration Number:	0761510	SCRIPSET
Registration Number:	2973666	SONOXIDE
Registration Number:	3272818	SOYAD
Registration Number:	2223229	SPECTRUM
Registration Number:	1769576	SURESPERSE
Registration Number:	1753497	SURETEX
Registration Number:	2167571	TALLOFIN
Registration Number:	1896880	TRAKSET
Registration Number:	2148216	ULTRA-PHASE
Registration Number:	1951669	ULTRA-SERV
Registration Number:	2044680	VALUGARD
Registration Number:	2235358	WICKIT
Registration Number:	4032470	ZALTA
Registration Number:	2429889	ZENIX
Registration Number:	4165709	ZENIX
Serial Number:	86343389	SOLENIS
Serial Number:	86343406	
Serial Number:	86343396	SOLENIS
Serial Number:	86343418	STRONG BONDS. TRUSTED SOLUTIONS.

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F151120
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/20/2014

Total Attachments: 9

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 31, 2014, made by SOLENIS TECHNOLOGIES, L.P., a Delaware limited partnership having a principal place of business at 500 Hercules Road, Wilmington, DE 19808 (the "Grantor"), in favor of BANK OF AMERICA N.A., having a principal place of business at One Bryant Park, New York, New York 10036 (in such capacity, the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Parent Borrower, the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, the "Borrowers"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans (the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor, Holdings, Holdings GP, the Borrowers and certain other Domestic Subsidiaries of the Parent Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including, without limitation, Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral

security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

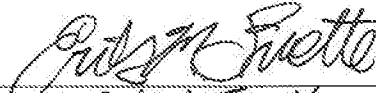
SOLENIS TECHNOLOGIES, L.P.,
as Grantor

By: 

Name: Theresa A. Gore

Title: Vice President, Treasurer and Assistant
Secretary

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Erik M. Truette
Title: AVP

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App. Date	App. No.	Reg. Date	Reg. No.
ACC/ME	13-Mar-95	74/645207	29-Oct-96	2012756
ADJUNCT	17-Nov-74	73/480734	18-Aug-87	1452693
ADVANTAGE	10-Sep-90	74/096976	10-Nov-92	1731963
ADVANTAGE	7-Dec-05	78/768188	25-Sep-07	3299620
ADVANTAGE	13-Mar-07	77/129346	1-Sep-09	3676920
ADVANTAGE PLUS	26-Oct-92	74/325315	21-Dec-93	1812634
AGK	26-Aug-74	73/030427	11-Nov-75	1024421
AMERCOR	25-May-72	74/425531	8-Jan-74	976197
AMERFLOC	2-Aug-73	74/464574	12-Jul-77	1069582
AMERGIZE	25-Nov-85	73/570360	19-Aug-86	1405406
AMERGY	23-Jul-73	74/463713	3-Jun-75	1012530
AMEROYAL	26-Jan-77	73/113726	22-Aug-78	1099925
AMERPACK	28-Apr-76	73/085360	7-Dec-76	1053931
AMERSEP	24-Mar-75	73/047444	27-Apr-76	1038352
AMERSITE	25-May-72	72/425530	2-Oct-73	969456
AMERSPERSE	24-Jul-74	73/027605	25-May-76	1039961
AMERSTAT	17-Oct-73	73/003914	22-Oct-74	996036
AMERTROL	25-May-72	74/425529	20-Nov-73	973181
AMERZINE	24-Mar-75	73/047445	27-Apr-76	1038353
AQUAPEL	16-Aug-54	71/671739	11-Oct-55	613726
AQUAPEL	20-Jun-55	71/689839	19-Jun-56	628890
BIOBOND. IMPROVING THE SUSTAINABILITY OF PAPER	8-Aug-11	85/392062	11-Feb-14	4481530
BIOSPERSE	9-Aug-73	72/465225	3-Jun-75	1012512
BLUAGRO	19-Feb-10	77/939683	5-Apr-11	3941911
BLUAGRO LIVE	19-Feb-10	77/939714	26-Apr-11	3952124
BRINEHIB	10-May-07	77/177682	20-May-08	3432380
CHARGEPAK	9-Nov-92	74/329399	14-Sep-93	1792266
CHROMASET	8-Dec-95	75037756	19-Aug-97	2089930
CREPETROL	31-Aug-70	72/369482	21-Sep-71	920495
DE-AIREX	1-Oct-53	71/654053	10-Aug-54	593485
DEFLOC	20-Aug-68	72/305543	29-Jul-69	873681
DELSETTE	27-Jun-69	72/331196	13-Oct-90	900513
DETAC	13-Apr-89	73/793379	3-Apr-90	1589568
DIMENSION	25-Sep-06	77/006873	16-Oct-07	3313261
DIOLTECH	24-Aug-92	74/306803	10-Aug-93	1786375
DREWAMINE	3-Aug-87	73/676079	15-Mar-88	1480337
DREWBROM	7-Apr-94	74/509903	2-May-95	1891882
DREWCHLOR	20-Sep-1982	73/386693	18-Oct-83	1254199

DREWCLEAN	18-Jun-82	73/370276	4-Oct-83	1252665
DREWCOR	12-Nov-92	74/330264	18-Jan-94	1816545
DREWFAX	24-Aug-76	73/097610	15-Nov-77	1077204
DREWFLOC	19-Jul-55	71/691557	5-Jun-56	628085
DREWGARD	25-May-78	73/171812	16-Oct-79	1125892
DREWGARD	10-Jun-96	75/116659	30-Jun-98	2170089
DREWPHOS	31-Jul-95	74/708289	11-Jun-96	1979849
DREWPLEX	12-Nov-92	74/330261	14-Dec-93	1810344
DREWPLUS	3-Feb-83	73/412057	19-Jun-84	1281980
DREWSPERSE	9-Apr-76	73/083244	5-Jul-77	1068788
DREWTRAX and Design	15-Jun-92	74/284415	15-Feb-94	1821051
DREWTRAX	12-Nov-92	74/330259	14-Dec-93	1810343
DREWZYME	18-Mar-00	76/003445	6-Mar-01	2433556
DWS	12-Nov-92	74/330600	5-Oct-93	1796206
EASYDREW	11-Apr-06	76/658200	16-Sep-08	3502125
EDGE	3-Nov-03	76/560242	26-Sep-06	3147114
ENVIROCARE	12-Dec-94	74/609687	24-Jun-97	2074233
ENVIROINNOVATION	28-Feb-11	85/253265	21-Aug-12	4195439
ENVIROMATE	4-Jun-82	73/367970	27-Sep-83	1252086
ENVIROPLUS	3-Oct-03	78/309309	19-Jul-05	2973885
FERROCLEAN	7-Oct-97	75/369594	4-May-99	2243806
HERCOBOND	9-Mar-95	74/643621	23-Jan-96	1951344
HERCOBOND	11-Jul-05	78/667668	24-Oct-06	3164111
HERCOFLEX	27-Dec-49	71/589973	20-Feb-51	538235
HERCOLUBE	11-Sep-58	72/058786	22-Sep-59	685356
HERCON	5-Apr-73	72/453567	19-Feb-74	978867
HERCOSETT	13-Sep-68	72/307327	22-Jul-69	873263
HERCULES	17-Sep-63	72/177173	24-Nov-64	780519
HERCULES	3-Sep-82	73/383628	11-Jun-85	1339831
HERCULES	6-Aug-38	71/409313	13-Dec-38	363212
HERCULES and Design	1-Jul-94	74/546445	29-Jul-97	2084283
HI-PHASE	22-May-86	73/600223	9-Jun-87	1441668
IMPRESS	21-Feb-03	76/491936	11-May-04	2841357
INFINITY	25-Jul-97	75/330893	26-Jan-99	2221000
KYBREAK	13-Apr-92	74/269076	6-Sep-94	1852821
KYMENE	11-Jul-51	71/616318	10-Jun-52	559945
MAXIGARD	9-May-80	73/261393	15-Dec-81	1181734
MEKOR	4-Mar-87	73/647740	8-Dec-87	1467847
MICROLUBE	14-Oct-92	74/322240	14-Sep-93	1792264
MILLSPERSE	26-Jul-82	73/376511	27-Mar-84	1271395
NEUPHOR	6-Nov-70	72/375392	13-Jul-71	916119

OILBREAK	17-Sep-84	73/499816	21-Jan-86	1378696
ONGUARD	29-Oct-92	74/326408	13-Jul-93	1781208
ONGUARD	7-Dec-92	74/342160	14-Nov-95	1935767
OPTIFILL	16-Jun-11	85/347694	15-Jan-13	4276527
PARACOL	25-Apr-51	71/613129	18-Mar-52	556398
PERFORM	14-Feb-02	76/371220	20-May-03	2717199
PERFORMAX	25-Jul-88	73/742045	21-Feb-89	1525072
PEXOL	19-Sep-51	71/618965	15-Jul-52	561627
POLYCUP	4-Dec-06	77/056423	13-May-08	3427580
POLYCUP	21-Dec-67	72/287359	14-Jan-69	863338
POLYSTABIL	4-May-06	78/876156	5-Feb-08	3378640
POWERBOOST	9-Jun-95	74/686782	14-Jan-97	2031123
PRAESTOL	10-May-79	73/215061	20-Apr-82	1193821
PREQUEL	12-Oct-99	75/820850	21-Nov-00	2405971
PRESSTIGE	30-May-97	75/300985	26-Jan-99	2220954
PROSOFT	30-May-97	75/300987	9-Feb-99	2223230
PROTECSOL	15-Oct-92	74/322589	22-Jun-93	1777569
PROTOCOL	30-May-97	75/300986	6-Apr-99	2237591
RENEW	30-May-97	75/300988	26-Jan-99	2220955
RENEW	19-Feb-07	77/110444	21-Jul-09	3658545
REZOSOL	24-Jul-81	73/320457	8-Mar-83	1229090
REZOSOL	27-Dec-06	77/071943	13-May-08	3427641
SCRIPSET	27-Feb-63	72/163576	17-Dec-63	761510
SOLENIS	21-Jul-14	86/343389		
SOLENIS	21-Jul-14	86/343406		
SOLENIS	21-Jul-14	86/343396		
SONOXIDE	26-Aug-03	78/292290	19-Jul-05	2973666
SOYAD	14-Dec-04	78/532069	31-Jul-07	3272818
SPECTRUM	30-May-97	75/300984	9-Feb-99	2223229
STRONG BONDS. TRUSTED SOLUTIONS.	21-Jul-14	86/343418		
SURESPERSE	26-Jun-92	74/288334	11-May-93	1769576
SURETEX	26-Jun-92	74/288333	23-Feb-93	1753497
TALLOFIN	6-Jun-97	75/304454	23-Jun-98	2167571
TRAKSET	10-Nov-93	74/456126	30-May-95	1896880
ULTRA-PHASE	10-May-96	75/102170	31-Mar-98	2148216
ULTRA-SERV	19-Jan-93	74/349430	23-Jan-96	1951669
VALUGARD	17-Apr-95	74/661772	11-Mar-97	2044680
WICKIT	16-Sep-97	75/357710	23-Mar-99	2235358
ZALTA	15-Jun-10	85/063186	27-Sep-11	4032470
ZENIX	25-Feb-00	75/927875	20-Feb-01	2429889

ZENIX	10-May-11	85/316567	26-Jun-12	4165709
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