

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM319958

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reichhold, Inc.		10/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Collateral Agent		
Street Address:	110 EAST 59TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	86179728	ADVALITE	
Serial Number:	71507848	AMBERLAC	
Serial Number:	71605181	AROFLINT	
Serial Number:	72076457	AROLON	
Serial Number:	72436276	AROPLAZ	
Serial Number:	77904164	AROPLAZ AQ	
Serial Number:	77828408	ATLAC	
Serial Number:	73204080	ATPRIME	
Serial Number:	73196973	BECKOSOL	
Serial Number:	73196972	BECKOSOL	
Serial Number:	77282993	BECKOSOL AQ	
Serial Number:	75235040	BIVIRTEX	
Serial Number:	71700573	DION	
Serial Number:	77936175	ENVIROLITE	
Serial Number:	73227146	EPOTUF	
Serial Number:	72028640	EPOTUF	
Serial Number:	77787903	EVERYWHERE PERFORMANCE MATTERS	
Serial Number:	74261872	FINE-CLAD	
Serial Number:	74708467	FINE-TONE	
Serial Number:	73649052	HYDREX	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	72215291	KELSOL
Serial Number:	78224676	NORPOL
Serial Number:	73223587	POLYLITE
Serial Number:	71642048	POLYLITE
Serial Number:	72344194	REICHHOLD
Serial Number:	73007452	REICHHOLD
Serial Number:	73052868	REICHHOLD
Serial Number:	75214191	REICHHOLD
Serial Number:	78807526	RESAFEN
Serial Number:	72028639	SYNTHEMUL
Serial Number:	78396230	UROTUF
Serial Number:	77718601	CORROLITE

CORRESPONDENCE DATA

Fax Number:

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.

Email: cmeredithgoujon@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Claudine Meredith-Goujon

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19971-001
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	10/14/2014

Total Attachments: 6

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Notice of Security Interest in Trademarks

NOTICE OF SECURITY INTEREST IN TRADEMARKS dated as of October 6, 2014 (this "Agreement"), made by Reichhold, Inc. a Delaware corporation (the "Pledgor"), in favor of Cantor Fitzgerald Securities, as Collateral Agent (as defined below).

Reference is made to the Note Purchase Agreement, dated and effective as of October 6, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Note Purchase Agreement"), among REICHHOLD INDUSTRIES, INC., a Delaware corporation (the "Borrower"), REICHHOLD HOLDINGS US, INC., a Delaware corporation ("Holdings"), each subsidiary of the Borrower identified therein and CANTOR FITZGERALD SECURITIES, as collateral agent (together with its successors and permitted assigns in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Note Purchase Agreement. The rules of construction specified in Section 1.2 of the Note Purchase Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as the case may be, in full of the Grantor Obligations when due, the Pledgor pursuant to the Note Purchase Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a first priority Lien and security interest in all of Pledgor's right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by Pledgor or in which Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

(i) all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. ***Note Purchase Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Note Purchase Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Note Purchase Agreement, the terms of the Note Purchase Agreement shall govern.

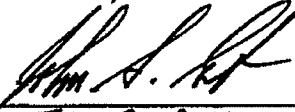
SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, including by means of facsimile or via electronic mail, each of which shall constitute an original and all of which shall together constitute one and the same document.

SECTION 5. ***Governing Law.*** This Agreement has been delivered and accepted in and shall be deemed to have been made in New York, New York and shall be interpreted, and the rights and liabilities of the parties bound hereby determined, in accordance with the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REICHHOLD, INC.

By: 

Name: John S. Gaither

Title: President & CEO

[Signature Pages to Notice of Security Interest in Trademarks (First Lien)]

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: 

Name: James Bond
Title: Chief Operating Officer



[Signature Page to Notice of Security Interest in Trademarks (First Lien)]

Schedule I

TRADEMARKS

Name	Country Code	Proprietor	App No	Publ/Reg No	Status	Filing Date	Renewal Date
ADVALITE	US	Reichhold, Inc.	86/179728		ACCEPTED	1/30/2014	
AMBERLAC	US	Reichhold, Inc.	71/507848	502992	REGISTERED	7/29/1947	10/19/2018
AROFLINT	US	Reichhold, Inc.	71/605181	565537	REGISTERED	10/19/1950	10/21/2022
AROLON	US	Reichhold, Inc.	72/076457	691544	REGISTERED	6/25/1959	1/19/2020
AROPLAZ	US	Reichhold, Inc.	72/436276	966320	REGISTERED	9/21/1972	8/21/2023
AROPLAZ AQ	US	Reichhold, Inc.	77/904164	4013149	REGD-DEC USE	1/4/2010	8/16/2016
ATLAC	US	Reichhold, Inc.	77/828408	3809747	REGD-DEC USE	9/17/2009	6/29/2015
ATPRIME	US	Reichhold, Inc.	73/204080	1174670	REGISTERED	2/16/1979	10/27/2021
BECKOSOL	US	Reichhold Chemicals, Inc.	73/196973	1131548	REGISTERED	12/15/1978	3/11/2020
BECKOSOL	US	Reichhold, Inc.	73/196972	1132015	REGISTERED	12/15/1978	4/1/2020
BECKOSOL AQ	US	Reichhold, Inc.	77/282993	3522059	REGISTERED	9/19/2007	10/21/2018
BIVIRTEX	US	Reichhold, Inc.	75/235040	2198997	REGISTERED	12/5/1996	10/20/2018
DION	US	Reichhold, Inc.	71/700573	635391	REGISTERED	12/27/1955	10/9/2016
ENVIROLITE	US	Reichhold, Inc.	77/936175	3887952	REGD-DEC USE	2/16/2010	12/7/2015
EPOTUF	US	Reichhold, Inc.	73/227146	1152053	REGISTERED	8/13/1979	4/28/2021
EPOTUF	US	Reichhold, Inc.	72/028640	655966	REGISTERED	4/22/1957	12/24/2017

Name	Country Code	Proprietor	App No	Publ/Reg No	Status	Filing Date	Renewal Date
EVERYWHERE PERFORMANCE MATTERS	US	Reichhold, Inc.	77/787903	3809566	REGD-DEC USE	7/23/2009	6/29/2015
FINE-CLAD	US	Reichhold, Inc.	74/261872	1783167	REGISTERED	4/2/1992	7/20/2023
FINE-TONE	US	Reichhold, Inc.	74/708467	2046598	REGISTERED	7/18/1995	3/18/2017
HYDREX	US	Reichhold, Inc.	73/649052	1477248	REGISTERED	3/12/1987	2/23/2018
KELSOL	US	Reichhold, Inc.	72/215291	812008	REGISTERED	3/29/1965	8/2/2016
NORPOL	US	Reichhold, Inc.	78/224676	2949941	REGISTERED	3/12/2003	5/10/2015
POLYLITE	US	Reichhold, Inc.	73/223587	1186263	REGISTERED	7/16/1979	1/19/2022
POLYLITE	US	Reichhold, Inc.	71/642048	581098	REGISTERED	2/10/1953	10/13/2023
REICHHOLD	US	Reichhold, Inc.	72/344194	971113	REGISTERED	11/21/1969	10/23/2023
REICHHOLD	US	Reichhold Chemicals, Inc.	73/007452	997201	REGISTERED	11/28/1973	11/5/2014
REICHHOLD	US	Reichhold, Inc.	73/052868	1029070	REGISTERED	5/20/1975	1/6/2016
REICHHOLD	US	Reichhold, Inc.	75/214191	2156380	REGISTERED	12/12/1996	5/12/2018
RESAFEN	US	Reichhold, Inc.	78/807526	3263136	REGISTERED	2/6/2006	7/10/2017
SYNTHEMUL	US	Reichhold, Inc.	72/028639	655965	REGISTERED	4/22/1957	12/24/2017
UROTUF	US	Reichhold, Inc.	78/396230	3279304	REGISTERED	4/5/2004	8/14/2017
CORROLITE CORROLITE	US	Reichhold, Inc.	77718601	3782578	Registered	4/21/2009	