

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM320457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARISTECH SURFACES LLC		10/17/2014	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	GARRISON LOAN AGENCY SERVICES LLC		
Street Address:	1290 AVENUE OF THE AMERICAS, SUITE 914		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2392212	ACRYSTEEL	
Registration Number:	1842946	ACRYSTONE	
Registration Number:	1604657	ALTAIR	
Registration Number:	1605545	ALTAIR PLUS	
Registration Number:	2974592	ALURA	
Registration Number:	2804605	ARISTECH ACRYLICS	
Registration Number:	1753241	AVONITE	
Registration Number:	1845601	AVONITE	
Registration Number:	2968711	AVONITE SURFACES	
Registration Number:	1756138	CRYSTELLE	
Registration Number:	1757643	CRYSTELLE	
Registration Number:	1660375	FORMSTONE	
Registration Number:	1841120	HYRIZON	
Registration Number:	2725738	METALESCENT	
Registration Number:	2738211		
Registration Number:	2559066	QUALITY THAT COMES TO THE SURFACE	
Registration Number:	1844448	QUARITE	
Registration Number:	1868285	QUARITE PLUS	
Registration Number:	2764882	QUARITE SELECT PLUS	
TRADEMARK			

OP \$565.00 2392212

Property Type	Number	Word Mark
Registration Number:	3136971	SOLARCAST
Registration Number:	1484878	SPECTRAPAK
Registration Number:	2759531	QUARITE SELECT

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 6175735850

Email: elizabeth.burkhard@hklaw.com

Correspondent Name: Elizabeth Burkhard/Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	113658.00045
NAME OF SUBMITTER:	Elizabeth R. Burkhard
SIGNATURE:	/Elizabeth Burkhard/
DATE SIGNED:	10/17/2014

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 17, 2014, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GARRISON LOAN AGENCY SERVICES LLC, in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among SK AA Holdings, LLC, a Delaware limited liability company, as parent ("Parent"), Aristech Surfaces LLC, a Kentucky limited liability company, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, to secure the Secured Obligations, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License and other General Intangibles with respect to the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security

interests therein would impair the validity or enforceability of such intent to use trademark applications under the applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent and Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the

transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. **CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN **SECTION 23** OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

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

ARISTECH SURFACES LLC,
a Kentucky limited liability company

By: _____

Name: Scott Bennett

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

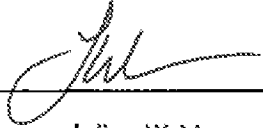
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By:  _____
Name: Julian Weldon
Secretary
Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS ¹	CLASSES
ACRYSTEEL							
CANADA	RE001143-001	11/18/1987	595,607	9/30/1988	345,681	REGISTERED	01
	9/30/2018	RENEWAL					
UNITED STATES	RE001143-000	12/24/1998	75/612,063	10/3/2000	2,392,212	REGISTERED	17
	10/3/2010	RENEWAL					
ACRYSTONE							
UNITED STATES	RE001154-000	7/6/1993	74/409,454	7/5/1994	1,842,946	REGISTERED	17
	7/5/2014	RENEWAL					
ALTAIR							
UNITED STATES	RE001158-000	10/5/1989	73/829,496	7/3/1990	1,604,657	REGISTERED	17
	7/3/2010	RENEWAL					
ALTAIR PLUS							
UNITED STATES	RE001159-000	10/6/1989	73/830,409	7/10/1990	1,605,545	REGISTERED	17

¹ The "s" indicates that the record owner of the registration is Avonite, Inc. However, Aristech Acrylics LLC is the actual owner pursuant to a July 3, 2003 Assumption and Assignment Agreement.

7/10/2010 RENEWAL

ALURA

UNITED STATES RE001431 3/11/2004 78/382,265 7/19/2005 2,974,592 REGISTERED 20

7/19/2011 AFFIDAVIT OF USE

EUROPEAN UNION(CTM) RE001431-003 5/21/2004 3848629 8/22/2005 003848629 REGISTERED 20

5/21/2014 RENEWAL

ARISTECH ACRYLICS

UNITED STATES RE001125-005 2/20/2003 76/496,118 1/13/2004 2,804,605 REGISTERED 17

1/13/2010 AFFIDAVIT OF USE

AVONITE

BENELUX RE001151-002 3/15/1989 66,574 4/2/1990 464,770 REGISTERED* 06,19,20

3/15/2009 RENEWAL

CANADA RE001151-001 3/21/1988 603,275 6/30/1989 TMA357,697 REGISTERED 17,20

6/30/2019 RENEWAL

CHINA RE001151-015 3/11/2005 4535097 PENDING 17

10/11/2008 STATUS CHECK

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DENMARK	RE001151-003 9/7/2010	3/30/1989 RENEWAL	02.215/89	9/7/1990	05.924-1990	REGISTERED*	11,19,20
EUROPEAN UNION(CTM)	RE001151-018 8/28/2012	3/28/2006 PROOF OF USE	4982526	8/28/2007	4982526	REGISTERED	11,19
FRANCE	RE001151-004 2/16/2009	2/16/1989 RENEWAL	111,014	2/16/1989	1,514,845	REGISTERED	19,20
GERMANY	RE001151-005 3/10/2009	3/10/1989 RENEWAL	A46023/19WZ	8/1/1990	1,161,847	REGISTERED	11,19
GREECE	RE001151-007 4/24/2009	4/24/1989 RENEWAL	93447	5/25/1999	2566	REGISTERED	11,19
IRELAND	RE001151-008 3/12/2010	3/13/1996 RENEWAL	132,145	3/13/1996	132,145	REGISTERED*	19
ITALY	RE001151-009 3/20/2009	3/20/1989 RENEWAL	38918C/89	5/6/1992	872096	REGISTERED*	11,17

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MALAYSIA	RE001151-019	1/19/2007	07001074	PENDING	17
	7/19/2008	STATUS CHECK			
PORTUGAL	RE001151-013	3/31/1989	254,484	REGISTERED*	17
	8/18/2012	RENEWAL			
SOUTH KOREA	RE001151-010	5/29/1989	89-13315	REGISTERED*	33
	6/24/2008	STATUS CHECK			
SOUTH KOREA	RE001151-011	5/29/1989	89-13314	REGISTERED*	26
	6/24/2008	STATUS CHECK			
SOUTH KOREA	RE001151-012	5/29/1989	89-13313	REGISTERED*	18
	6/24/2008	STATUS CHECK			
SPAIN	RE001151-014	4/7/1989	1,314,049	REGISTERED*	19
	6/5/2011	RENEWAL			
	6/5/2011	TAX			
UNITED KINGDOM	RE001151-006	6/13/1987	1,312,921	REGISTERED	17
	6/13/2008	RENEWAL			

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UNITED STATES RE001141-000 11/7/1990 74/113,586 2/16/1993 1,753,241 REGISTERED 20

2/16/2013 RENEWAL

UNITED STATES RE001151-000 9/14/1993 74/437,267 7/19/1994 1,845,601 REGISTERED 17

7/19/2014 RENEWAL

VIETNAM RE001151-022 2/13/2007 4-2007-03050 PENDING 17

8/13/2008 STATUS CHECK

AVONITE in Class 11

THAILAND RE001151-021 2/20/2007 653766 PENDING 11

8/20/2008 STATUS CHECK

AVONITE in Class 17

SINGAPORE RE001151-020 2/7/2007 T07/02588G 11/9/2007 T07/02588G REGISTERED 17

11/9/2012 PROOF OF USE

AVONITE in Class 19

THAILAND RE001151-023 2/20/2007 653767 PENDING 19

4/20/2008 STATUS CHECK

AVONITE in Class 20

THAILAND RE001151-024 2/20/2007 653768 2/20/2007 Kor274114 REGISTERED 20

2/19/2017 RENEWAL

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AVONITE in Classes 11, 19, 20

SINGAPORE	RE001151-025	10/16/2007	T07/20406D	PENDING	20,11,19
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4/16/2009 STATUS CHECK

AVONITE SURFACES

AUSTRALIA	RE001424-003	2/2/2004	987041	2/2/2004	987041	REGISTERED	17
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2/2/2014 RENEWAL

JAPAN	RE001424-002	2/4/2004	2004-9336	3/25/2005	4851223	REGISTERED	17
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3/25/2008 PROOF OF USE

UNITED STATES	RE001424-000	1/20/2004	78/354,415	7/12/2005	2,968,711	REGISTERED	19
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7/12/2010 NOTIFY CLIENT OF INCONTESTABILITY

Chinese translation of AVONITE

CHINA	RE001473-000	3/11/2005	4535096	PENDING
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10/11/2008 STATUS CHECK

Chinese translation of AVONITE SURFACES

CHINA	RE001472-000	3/11/2005	4535094	PENDING
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10/11/2008 STATUS CHECK

CRYSTELLE

UNITED STATES	RE001150-000	7/18/1990	74/079,483	3/2/1993	1,756,138	REGISTERED	17
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3/2/2013 RENEWAL

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CRYSTELLE (AND DESIGN)

UNITED STATES	RE001149-000	7/18/1990	74/079,519	3/9/1993	1,757,643	REGISTERED	17
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3/9/2013 RENEWAL

FORMSTONE

UNITED STATES	RE001140-000	2/6/1990	74/026,064	10/8/1991	1,660,375	REGISTERED	19
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10/8/2011 RENEWAL

FOUNDATIONS

AUSTRALIA	RE001425-003	2/2/2004	987040	2/2/2004	987040	REGISTERED	17
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2/2/2014 RENEWAL

JAPAN	RE001425-002	2/4/2004	2004-9338	3/25/20054851224	REGISTERED	17
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3/25/2008 PROOF OF USE

HYRIZON

UNITED STATES	RE001155-000	12/3/1992	74/336,437	6/21/1994	1,841,120	REGISTERED	01
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6/21/2014 RENEWAL

METALSCENT (& Design)

UNITED STATES	RE001283-000	2/8/2002	76/368,703	6/10/2003	2,725,738	REGISTERED	017
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6/10/2009 AFFIDAVIT OF USE

MISCELLANEOUS DESIGN

UNITED STATES	RE001126-004	7/24/2001	76/289,364	7/15/2003	2/738,211	REGISTERED	
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7/15/2009 AFFIDAVIT OF USE

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QUALITY THAT COMES TO THE SURFACE

UNITED STATES	RE001165-000	7/3/1997	75/329,593	4/9/2002	2,559,066	REGISTERED	17
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4/9/2012 RENEWAL

QUARITE

AUSTRALIA	RE001129-002	8/1/2005	1067609	8/1/2005	1067609	REGISTERED	19
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8/1/2015 RENEWAL

CANADA	RE001129-004	7/29/2005	1,266,754	7/7/2006	667,083	REGISTERED	19
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7/7/2009 PROOF OF USE

CHINA	RE001129-003	8/1/2005	4810532			PENDING	19
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5/1/2008 STATUS CHECK

EUROPEAN UNION (CTM)	RE001129-001	6/11/1996	000310599	6/11/1996	000310599	REGISTERED	17, 19
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6/11/2016 RENEWAL

JAPAN	RE001129-005	8/10/2005	2005-74718	1/19/2007	5019062	REGISTERED	19
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1/19/2017 RENEWAL

UNITED STATES	RE001129-000	8/12/1993	74/423,636	7/12/1994	1,844,448	REGISTERED	19
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7/12/2014 RENEWAL

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QUARITE PLUS

UNITED STATES	RE001130-000	11/19/1993	74/460,509	12/20/1994	1,868,285	REGISTERED	17
	12/20/2014	RENEWAL					

QUARITE SELECT

UNITED STATES	RE001236-000	1/2/2001	76/188,385	9/2/2003	2,759,531	REGISTERED	017
	9/2/2009	AFFIDAVIT OF USE					

EUROPEAN UNION (CTM)	RE001236-001	6/27/2001	002289239	4/8/2003	002289239	REGISTERED	17,19
	6/27/2011	RENEWAL					

QUARITE SELECT PLUS

UNITED STATES	RE001237-000	1/2/2001	76/188,662	9/16/2003	2,764,882	REGISTERED	017
	9/16/2009	AFFIDAVIT OF USE					

EUROPEAN UNION (CTM)	RE001237-001	6/27/2001	002289288	1/15/2003	002289288	REGISTERED	17,19
	6/27/2011	RENEWAL					

SOLARCAST

UNITED STATES	RE001454-000	11/18/2004	78/519,605	8/29/2006	3,136,971	REGISTERED	
	8/29/2011	NOTIFY. CLIENT OF INCONTESTABILITY					

SPECTRAPAK

UNITED STATES	RE001163-000	5/18/1987	73/661,320	4/19/1988	1,484,878	REGISTERED	01
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		4/19/2018	RENEWAL			
STUDIO COLLECTION						
AUSTRALIA	RE001426-003	2/2/2004	987043	2/2/2004	987043	REGISTERED
	2/2/2014	RENEWAL				
JAPAN	RE001426-002	2/4/2004	2004-9341	3/25/2005	4851225	REGISTERED
			3/25/2008	PROOF OF USE		