

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM322438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARISTECH SURFACES LLC		10/17/2014	LIMITED LIABILITY COMPANY: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GARRISON LOAN AGENCY SERVICES LLC		
<b>Street Address:</b>	1290 AVENUE OF THE AMERICAS, SUITE 914		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4581017	BIO-LOK	
<b>Registration Number:</b>	4581018	BIO-LOK MICROBE SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>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.</i>			
<b>Phone:</b>	6175735850		
<b>Email:</b>	elizabeth.burkhard@hklaw.com		
<b>Correspondent Name:</b>	Elizabeth Burkhard/Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	113658.00045		
<b>NAME OF SUBMITTER:</b>	Elizabeth R. Burkhard		
<b>SIGNATURE:</b>	/Elizabeth Burkhard/		
<b>DATE SIGNED:</b>	11/06/2014		
<b>Total Attachments: 8</b>			
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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").

### **W I T N E S S E T H:**

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

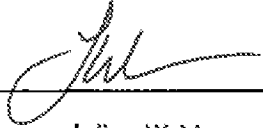
By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**


**GARRISON LOAN AGENCY SERVICES LLC,  
as Agent**

By:  \_\_\_\_\_  
Name: Julian Weldon  
Title: Secretary

**Aristech US Trademark Assets**

Mark	App. Ser. No.	Reg. No.	Reg. Date	Owner	Status / Comments
	76289364	2738211	Jul. 15, 2003	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
ACRYSTEEL	75612063	2392212	Oct. 03, 2000	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
ACRYSTONE	74409454	1842946	Jul. 05, 1994	Aristech Acrylics LLC	Due for grace period renewal by January 5, 2015 Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
ALTAIR	73829496	1604657	Jul. 03, 1990	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
ALTAIR PLUS	73830409	1605545	Jul. 10, 1990	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008



Mark	App. Ser. No.	Reg. No.	Reg. Date	Owner	Status / Comments
ARISTECH ACRYLICS	76496118	2804605	Jan. 13, 2004	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
AVONITE	74113586	1753241	Feb. 16, 1993	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
AVONITE	74437267	1845601	Jul. 19, 1994	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
BIO-LOK	85835746	4581017	Aug. 05, 2014	Aristech Acrylics LLC	Registered
BIO-LOK MICROBE SHIELD 	85835768	4581018	Aug. 05, 2014	Aristech Acrylics LLC	Registered
HYRIZON	74336437	1841120	Jun. 21, 1994	Aristech Acrylics LLC	Due for grace period renewal by December 21, 2014 Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008

Mark	App. Ser. No.	Reg. No.	Reg. Date	Owner	Status / Comments
QUALITY THAT COMES TO THE SURFACE	75329593	2559066	Apr. 09, 2002	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
QUARITE	74423636	1844448	Jul. 12, 1994	Aristech Acrylics LLC	Due for grace period renewal by January 12, 2015 Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
QUARITE PLUS	74460509	1868285	Dec. 20, 1994	Aristech Acrylics LLC	Due for renewal by December 20, 2014 Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008
SPECTRAPAK	73661320	1484878	Apr. 19, 1988	Aristech Acrylics LLC	Registered/Renewed Security Interest from Aristech Acrylics LLC to Wells Fargo recorded April 14, 2008