

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCLIN USA LLC		11/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
ARCLIN CANADA LTD./ARCLIN CANADA LTEE		11/25/2014	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA , N.A, as administrative agent and collateral agent
Street Address:	135 S. LaSalle
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4507421	NITROGAIN
Registration Number:	4029745	E-FLECT
Registration Number:	4358341	E-SORB
Registration Number:	4358342	THE INGREDIENTS OF GREEN
Registration Number:	4358340	E-NATURAL
Registration Number:	4230935	E-SULATE
Registration Number:	4530610	EPIC
Serial Number:	85835728	FIREPOINT
Serial Number:	85835710	ELEMENT
Serial Number:	86076999	CAPTIVE
Serial Number:	86076986	DUSTCAP

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Beth D. Vogel

TRADEMARK

Address Line 1: 222 East 41 Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 739326-605011

NAME OF SUBMITTER: Beth D. Vogel

SIGNATURE: /Beth D. Vogel/

DATE SIGNED: 12/01/2014

Total Attachments: 6

source=5_Arclin Trademark Security Agmt#page1.tif
source=5_Arclin Trademark Security Agmt#page2.tif
source=5_Arclin Trademark Security Agmt#page3.tif
source=5_Arclin Trademark Security Agmt#page4.tif
source=5_Arclin Trademark Security Agmt#page5.tif
source=5_Arclin Trademark Security Agmt#page6.tif

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of November 25, 2014, is made by each of the undersigned “Grantors” (each, a “Grantor” and, collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, and including its successors and assigns in such capacity, the “First Lien Agent”).

WHEREAS, the Grantors have entered into the Loan, Security and Guarantee Agreement dated as of January 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), with First Lien Agent, Arclin USA LLC, Arclin Surfaces LLC and Arclin Surfaces – Blythewood Co., as U.S. borrowers, Arclin Canada Ltd. / Arclin Canada Ltee (the “Canadian Grantor”), as Canadian borrower, and the other subsidiaries of Arclin Lux Holdings S.à r.l. party thereto from time to time as guarantors, pursuant to which the Grantors granted liens in substantially all of their assets to the First Lien Agent for the benefit of the Secured Parties (as defined therein) (the “First Lien Secured Parties”).

WHEREAS, the Canadian Grantor has entered into the General Security Agreement dated as of January 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Canadian Security Agreement”), with First Lien Agent for the benefit of the First Lien Secured Parties.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 First Lien Credit Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance of such Grantor’s Obligations, each Grantor, pursuant to the First Lien Credit Agreement, hereby grants to the First Lien Agent for the benefit of the First Lien Secured Parties, a continuing security interest in and Lien upon all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such trademark under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting

obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the First Lien Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the First Lien Agent pursuant to the First Lien Credit Agreement and the First Lien Canadian Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Credit Agreement and the First Lien Canadian Security Agreement, as applicable, 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, the First Lien Canadian Security Agreement and the First Lien Credit Agreement, the terms of the First Lien Credit Agreement shall govern.

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 original.

SECTION 5. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and the Canadian Intellectual Property Office record this Agreement.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles.

[Signature Pages Follow]

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

ARCLIN USA LLC,
as a Grantor

By: 

Name: D. Scott Maynard
Title: Secretary, Treasurer and
Chief Financial Officer

ARCLIN CANADA LTD. / ARCLIN
CANADA LTEE,
as a Grantor

By: 

Name: D. Scott Maynard
Title: Secretary, Treasurer, Senior
Vice President – Finance and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

CHI-181949184

TRADEMARK
REEL: 005410 FRAME: 0520

BANK OF AMERICA, N.A., as
First Lien Agent

By: BHB
Name: Brad H. Breidenbach
Title: Senior Vice President

{Signature Page to Trademark Security Agreement}

CHI-181949184

TRADEMARK
REEL: 005410 FRAME: 0521

Schedule A

1. United States Trademark registrations and applications

Owner	Registration / Application Number	Trademark
Arclin Canada Ltd. / Arclin Canada Ltee	4,507,421	NITROGAIN
Arclin Canada Ltd. / Arclin Canada Ltee	4,029,745	E-FLECT
Arclin Canada Ltd. / Arclin Canada Ltee	4,358,341	E-SORB
Arclin Canada Ltd. / Arclin Canada Ltee	4,358,342	THE INGREDIENTS OF GREEN
Arclin Canada Ltd. / Arclin Canada Ltee	4,358,340	E-NATURAL
Arclin Canada Ltd. / Arclin Canada Ltee	4,230,935	E-SULATE
Arclin Canada Ltd. / Arclin Canada Ltee	4,530,610	EPIC
Arclin Canada Ltd. / Arclin Canada Ltee	85835728	FIREPOINT
Arclin Canada Ltd. / Arclin Canada Ltee	85835710	ELEMENT
Arclin USA LLC	86076999	CAPTIVE
Arclin USA LLC	86076986	DUSTCAP

2. Other Trademark registrations and applications

Owner	Registration / Application Number	Country	Trademark
Arclin Canada Ltd. / Arclin Canada Ltee	TMA861,741	Canada	INGREDIENTS OF GREEN
Arclin Canada Ltd. / Arclin Canada Ltee	TMA840,263	Canada	E-FLECT
Arclin Canada Ltd. / Arclin Canada Ltee	TMA859,223	Canada	E-SULATE
Arclin Canada Ltd. / Arclin Canada Ltee	1,623,669	Canada	ELEMENT
Arclin Canada Ltd. / Arclin Canada Ltee	1,625,021	Canada	EPIC
Arclin Canada Ltd. / Arclin Canada Ltee	1,623,671	Canada	FIREPOINT
Arclin USA LLC	1,645,648	Canada	DustCap
Arclin USA LLC	1,645,649	Canada	CAPTIVE
Arclin Canada Ltd. / Arclin Canada Ltee	TMA775,054	Canada	ARCLIN
Arclin Canada Ltd. / Arclin Canada Ltee	TMA775,290	Canada	PERFORMANCE APPLIED
Arclin Canada Ltd. / Arclin Canada Ltee	TMA775,289	Canada	GREEN SIGMA