

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM324911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Trademark Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Capital Finance, LLC, as agent		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as successor agent		
<b>Street Address:</b>	10 South Wacker Drive		
<b>Internal Address:</b>	Suite 1300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1950642	ACRYLAMAC	
Registration Number:	2369143	ALCURE	
Registration Number:	1950840	AQUAMAC	
Registration Number:	3056136	ARCHEMIS	
Registration Number:	1950643	CARBAMAC	
Registration Number:	1952672	CHEMACOIL	
Registration Number:	1950644	DURAMAC	
Registration Number:	2474221	HYDREAU	
Registration Number:	3978025	LUMICURE	
Registration Number:	1950646	MACOPOL	
Registration Number:	1950647	POLYMAC	
Registration Number:	1950648	REZIMAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>Email:</b>	tmadmin@choate.com		
<b>TRADEMARK</b>			

OP \$315.00 1950642

**Correspondent Name:** Elizabeth A. Walker  
**Address Line 1:** Two International Place  
**Address Line 2:** Choate Hall & Stewart LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 2009985-0073

**NAME OF SUBMITTER:** Elizabeth A. Walker

**SIGNATURE:** /Elizabeth A. Walker/

**DATE SIGNED:** 12/03/2014

**Total Attachments: 8**

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ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

December 1, 2014

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT dated as of December 1, 2014, (this "Assignment and Assumption") is made by WELLS FARGO CAPITAL FINANCE, LLC, as agent (in such capacity, the "Assignor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor agent (in such capacity, the "Assignee").

WHEREAS, pursuant to the Security Agreement, dated as of May 31, 2011, among PCCR USA, INC., a Delaware corporation ("PCCR"), PCCR USA HOLDINGS, INC., a Delaware corporation ("PCCR Holdings"), and together with PCCR, the "Existing Grantors"), and the Assignor, as agent (as heretofore amended, modified and supplemented, the "Existing Security Agreement"), the Existing Grantors granted to the Assignor a security interest in, among other collateral, the Existing Trademarks (as defined below);

WHEREAS, pursuant to the Trademark Security Agreement, dated May 31, 2011 and recorded on May 31, 2011 with the United States Patent and Trademark Office at Reel 4551, Frame 0438 (the "Existing Trademark Grant"), the Existing Grantors granted to the Assignor a continuing security interest in all of the grantors' Trademark Collateral (as defined in the Existing Trademark Grant), including those set forth on Schedule A attached hereto (the "Existing Trademarks"); *provided* that any United States intent-to-use trademark applications are excluded to the extent and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

WHEREAS, among others, the Assignor and the Assignee have entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof (the "Restated Credit Agreement"), whereby the Assignor transferred to the Assignee, among other things, all of the Assignor's rights and obligations under the Existing ABL Security Agreement and Existing Trademark Grant;

WHEREAS, the Assignor wishes to confirm the details of the Restated Credit Agreement and transfer all of its rights and obligations under the Existing Security Agreement to the Assignee, and the Assignee wishes to obtain from the Assignor, all of the Assignor's rights and obligations under the Existing Security Agreement, including the secured rights in the Existing Trademarks; and

WHEREAS, the Existing Grantors, certain of PCCR's affiliates and the Assignee have entered into the Amended and Restated Security Agreement, dated as of the date hereof, pursuant to which Existing Grantors have reaffirmed their grant to the Assignee of a continuing security interest in, among other collateral, the Existing Trademarks;

NOW THEREFORE; FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over to the Assignee without recourse and without any representation or warranty of any kind, nature or description, and the Assignee hereby assumes from the Assignor, the Assignor's entire right, title and interest in and to the Existing Security Agreement and to the secured rights in and to the trademarks listed therein and in and to the Existing Trademarks.

This assignment is made in accordance with and subject to the Restated Credit Agreement. In the event of any inconsistency between the terms and conditions of the Restated Credit Agreement and this assignment, the terms of the Restated Credit Agreement shall control.

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IN WITNESS WHEREOF, the undersigned have executed this assignment as of the date first above written.

WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent  
as Assignor

By: 

Name:

Andrew S. Hong

Title:

Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Successor Agent  
as Assignee

By: 

Name: Anwar S. Young

Title: Director

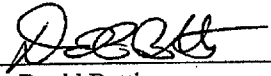
[Assignment of Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005411 FRAME: 0953**

ACKNOWLEDGED AND AGREED:

EXISTING GRANTORS:

PCCR USA, INC.

By: 

Name: David Betti

Title: Chief Financial Officer

[Signature Page Assignment of Trademark Security Agreement]

SCHEDULE A TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**Existing Trademarks**

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
ACRYLAMAC	CH	Registered	9439/1996	23-Dec-96	446.816	23-Dec-96
ACRYLAMAC	EM	Registered	348730	09-Sep-96	348730	09-Sep-96
ACRYLAMAC	US	Registered	74585326	13-Oct-94	1950642	23-Jan-96
ALCURE	CA	Registered	866889-00	21-Jan-98	TMA507270	28-Jan-99
ALCURE	CN	Registered	9800070106	25-Jun-98	1330083	07-Nov-99
ALCURE	EM	Registered	732784	28-Jan-98	732784	08-Oct-01
ALCURE	HK	Registered	01078/98	31-Jan-98	199812854	09-Dec-98
ALCURE	JP	Registered	21324/1998	13-Mar-98	4330527	29-Oct-99
ALCURE	MX	Registered	327649	27-Mar-98	578452	29-May-98
ALCURE	TW	Registered	Unavailable	Unavailable	839212	15-Feb-99
ALCURE	US	Registered	75424133	27-Jan-98	2369143	18-Jul-00
AQUAMAC	CH	Registered	9438/1996	23-Dec-96	446.815	09-Dec-97
AQUAMAC	EM	Registered	348698	09-Sep-96	348698	11-Feb-02
AQUAMAC	US	Registered	74610767	13-Oct-94	1950840	23-Jan-96
ARCHEMIS	AU	Registered	966225	14-Aug-03	966225	28-Jan-04
ARCHEMIS	BR	Pending	825793408	25-Aug-03		
ARCHEMIS	BR	Pending	825793394	25-Aug-03		
ARCHEMIS	BR	Pending	825793360	25-Aug-03		
ARCHEMIS	BY	Registered	20032120	07-Oct-03	23042	13-Jul-06
ARCHEMIS	CA	Published	1169656	03-Mar-03		
ARCHEMIS	CH	Registered	05061/2003	06-Oct-03	519.579	01-Apr-04
ARCHEMIS	CZ	Registered	195167	22-Aug-03	263768	26-May-04
ARCHEMIS	CZ	Registered	195168	22-Aug-03	263769	26-May-04
ARCHEMIS	EM	Pending	3313988	14-Aug-03		
ARCHEMIS	JP	Registered	200369865	18-Aug-03	4734143	12-Dec-03

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
ARCHEMIS	MX	Registered	615426	20-Aug-03	816203	08-Dec-03
ARCHEMIS	MX	Registered	615427	20-Aug-03	816204	08-Dec-03
ARCHEMIS	MX	Registered	615428	20-Aug-03	816205	08-Dec-03
ARCHEMIS	NO	Registered	200307717	14-Aug-03	222531	15-Jan-04
ARCHEMIS	NZ	Registered	684466	27-Feb-03	684466	05-Jan-04
ARCHEMIS	NZ	Registered	684467	27-Feb-03	684467	05-Jan-04
ARCHEMIS	NZ	Registered	684468	08-Apr-03	684468	05-Jan-04
ARCHEMIS	RO	Registered	M200305493	10-Oct-03	57948	31-Aug-04
ARCHEMIS	SG	Registered	T03/12519D	27-Feb-03	T03/12519D	12-Jul-04
ARCHEMIS	SG	Registered	T03/12521F	27-Feb-03	T03/12521F	10-May-04
ARCHEMIS	SG	Registered	T03/12530E	08-Apr-03	T03/12530E	08-Apr-03
ARCHEMIS	US	Registered	78219628	27-Feb-03	3056136	31-Jan-06
ARCHEMIS (in Chinese)	SG	Registered	T03/13593I	04-Sep-03	T03/13593I	12-Apr-04
ARCHEMIS (in Chinese)	SG	Registered	T03/13596C	04-Sep-03	T03/13596C	29-Mar-05
ARCHEMIS (in Chinese)	SG	Registered	T03/13594G	04-Sep-03	T03/13594G	14-Sep-04
CARBAMAC	US	Registered	74585327	13-Oct-94	1950643	23-Jan-96
CHEMACOIL	US	Registered	74585328	13-Oct-94	1952672	30-Jan-96
DURAMAC	CH	Registered	09440/1996	23-Dec-96	441.278	23-May-97
DURAMAC	EM	Registered	348813	09-Sep-96	348813	30-Jul-99
DURAMAC	US	Registered	74585329	13-Oct-94	1950644	23-Jan-96
HYDREAU	AR	Registered	2329447	28-Feb-01	1885343	16-Sep-02
HYDREAU	AU	Registered	867550	27-Feb-01	867550	24-Jun-02
HYDREAU	BR	Published	823624668	01-Mar-01		
HYDREAU	CA	Registered	1036230	16-Nov-99	TMA558244	20-Feb-02
HYDREAU	CL	Registered	512.502	05-Mar-01	613.296	17-Dec-01
HYDREAU	CN	Registered	2001026850	28-Feb-01	1740137	14-Apr-02
HYDREAU	CO	Registered	1019771	12-Mar-01	249394	25-Apr-02
HYDREAU	CZ	Registered	165060	03-Nov-99	241423	09-Jan-01



Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
HYDREAU	CZ	Registered	165060	07-Mar-01	241423	21-Feb-02
HYDREAU	DO	Registered	2003-60138	14-Mar-01	137300	15-Aug-01
HYDREAU	EE	Registered	M200100387	03-Nov-99	35770	09-Jan-01
HYDREAU	EM	Registered	1369610	03-Nov-99	1369610	09-Jan-01
HYDREAU	HK	Registered	03357/2001	01-Mar-01	2002B04870	02-May-02
HYDREAU	HU	Registered	M0101409	03-Nov-99	171543	09-Jan-01
HYDREAU	ID	Registered	D00-01-04189	28-Feb-01	500206	06-Mar-02
HYDREAU	LV	Registered	M-01-329	03-Nov-99	M49387	09-Jan-01
HYDREAU	MX	Registered	399438	17-Nov-99	666583	28-Jul-00
HYDREAU	MY	Registered	2001/03189	13-Mar-01	01003189	13-Mar-01
HYDREAU	NO	Registered	200102766	28-Feb-01	211.202	18-Oct-01
HYDREAU	NZ	Registered	633129	28-Feb-01	633129	06-Sep-01
HYDREAU	PL	Registered	232606	03-Nov-99	171257	09-Jan-01
HYDREAU	PL	Registered	Z-232606	08-Mar-01	R-171257	07-Feb-06
HYDREAU	SG	Registered	T01/02615F	27-Feb-01	T01/02615F	27-Feb-01
HYDREAU	TH	Registered	447843	07-Mar-01	TM150039	07-Mar-01
HYDREAU	TR	Registered	2001/005930	03-Apr-01	2001/005930	03-Apr-01
HYDREAU	TW	Registered	(90)012855	06-Apr-01	1005917	15-Jul-02
HYDREAU	US	Registered	75713544	25-May-99	2474221	31-Jul-01
HYDREAU (in Chinese)	CN	Registered	2001045508	28-Mar-01	1745033	14-Apr-02
HYDREAU (in Chinese)	HK	Registered	05396/2001	04-Apr-01	200205649	12-May-02
HYDREAU (in Chinese)	MY	Registered	02004043	16-Apr-02	02004043	19-Apr-07
HYDREAU (in Chinese)	SG	Registered	T01/04579	29-Mar-01	T01/04579G	29-Mar-01
HYDREAU (in Chinese)	TW	Registered	(90)014519	18-Apr-01	1005922	15-Jul-02
HYDREAU (in Japanese)	JP	Registered	2002-029957	12-Apr-02	4678385	30-May-03
LUMICURE	US	Pending	85172726	09-Nov-10		
MACOPOL	CH	Registered	09441/1996	23-Dec-96	441.279	23-May-97
MACOPOL	EM	Registered	348839	09-Sep-96	348839	31-Aug-99

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
MACOPOL	US	Registered	74585331	13-Oct-94	1950646	23-Jan-96
POLYMAC	CH	Registered	09442/1996	23-Dec-96	441.280	23-May-97
POLYMAC	EM	Registered	348748	09-Sep-96	348748	26-Nov-00
POLYMAC	US	Registered	74585333	13-Oct-94	1950647	23-Jan-96
REZIMAC	US	Registered	74585334	13-Oct-94	1950648	23-Jan-96

### **Trademark Licenses**

Trademark License Agreement dated May 31, 2011, between PCCR USA, Inc. and Polynt S.p.A.