

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Polynt Composites II, LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
CCP Composites US LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
PCCR USA, Inc.		12/01/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	10 South Wacker Drive
Internal Address:	Suite 1300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2106833	AQUAWASH
Registration Number:	2713898	ARMORCAST
Registration Number:	2635040	ARMORCLEAR
Registration Number:	1558693	ARMORCOTE
Registration Number:	2330706	ARMORFLEX
Registration Number:	2870823	ARMORGUARD
Registration Number:	3347166	ARMORHP
Registration Number:	3347168	ARMORPRO
Registration Number:	3347082	ARMORSHIELD PB
Registration Number:	2302648	ARMORSTAR
Registration Number:	2635042	BATHCOTE
Registration Number:	1726600	BUFFBACK
Registration Number:	2015101	CCP
Registration Number:	2015100	CCP
Registration Number:	4223411	ENVIROGUARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3714628	EPOVIA
Registration Number:	3366478	IMEDGE
Registration Number:	2959903	MARBLEWASH
Registration Number:	0852975	NUPOL
Registration Number:	3267282	NUTACK
Registration Number:	4537745	OPTIMOLD
Registration Number:	3377041	OPTIPLUS
Registration Number:	1717012	PATCHAID
Registration Number:	1327809	POLYCOR
Registration Number:	3729321	QUICKMIX
Registration Number:	4405855	SHIMMER
Registration Number:	0546201	STYPOL
Registration Number:	1410067	THERMACLEAN
Registration Number:	2001394	WIPE BRIGHT
Registration Number:	1509734	XYCON

CORRESPONDENCE DATA

Fax Number: 6172484000
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: tadmin@choate.com
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:	12/04/2014

Total Attachments: 13
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TRADEMARK

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE TERM LOAN INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECURITY AGREEMENT REFERRED TO BELOW) TO THE EXTENT PROVIDED IN SECTION 7(c) OF THE SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of December, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 1, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among, among others, the Lenders party thereto from time to time; Wells Fargo, as Agent; PCCR USA, INC., a Delaware corporation ("PCCR"), as Lead Borrower; POLYNT COMPOSITES II, LLC, a Delaware limited liability company ("Parent"), as Parent; PCCR USA HOLDINGS, INC., a Delaware corporation ("PCCR Holdings"); and the Borrowers party thereto from time to time, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, (i) that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as of December 1, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and (ii) that Parent, PCCR Holdings and certain additional Subsidiaries of Parent shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated General Continuing Guaranty, dated as of December 1, 2014, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (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;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) 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 Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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, the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement 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 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF

LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


POLYNT COMPOSITES II, LLC, a Delaware limited liability corporation

By: 
Name: David Betti
Title: Chief Financial Officer

CCP COMPOSITES US LLC, a Delaware limited liability company

By: 
Name: David Betti
Title: Chief Financial Officer


PCCR USA, INC., a Delaware corporation

By: 
Name: David Betti
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (ABL)]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Anwar S. Young
Title: Director

[Signature Page to Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 005413 FRAME: 0860

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

PCCR USA, Inc.

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
PCCR USA, Inc.	EM	LUMICURE	2637544	4/2/2002
PCCR USA, Inc.	LT	HYDREAU	20010357	2/27/2001

CCP Composites US LLC

Trademark	Registration or Application number	Registered Owner	Effective Owner	Country	Status
AQUAWASH	2106833	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 10/21/2007
ARMORCAST	TMA575568	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORCAST	2713898	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 05/06/2013
ARMORCLEAR	TMA634073	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORCLEAR	2635040	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 10/15/2012
ARMORCOTE	TMA410974	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORCOTE	UK00001363554	CCP Composites US LLC	CCP Composites US	United Kingdom	Registered

Trademark	Registration or Application number	Registered Owner	Effective Owner	Country	Status
ARMORCOTE	1558693	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 10/3/2009
ARMORFLEX	TMA535486	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORFLEX	2330706	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 3/21/2010
ARMORGUARD	TMA677680	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORGUARD	845765	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ARMORGUARD	900431	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ARMORGUARD	2870823	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 8/10/2014
ARMORHP	TMA743373	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORHP	1040351	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ARMORHP	3347166	CCP Composites US LLC	CCP Composites US	United States of America	Registered
ARMORPLUS	TMA743371	CCP Composites US LLC	CCP Composites US	Canada	Registered

Trademark	Registration or Application number	Registered Owner	Effective Owner	Country	Status
ARMORPLUS	1040349	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ARMORPRO	TMA743388	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORPRO	1040350	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ARMORPRO	3347168	CCP Composites US LLC	CCP Composites US	United States of America	Registered
ARMORSHIELD PB	1053494	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ARMORSHIELD PB	3347082	CCP Composites US LLC	CCP Composites US	United States of America	Registered
ARMORSTAR	TMA537603	CCP Composites US LLC	CCP Composites US	Canada	Registered
ARMORSTAR	584557	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ARMORSTAR	2302648	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 12/21/2009
BATHCOTE	765528	CCP Composites US	CCP Composites US	Mexico	Registered
BATHCOTE	2635042	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 10/15/2012

Trademark	Registration or Application number	Registered Owner	Effective Owner	Country	Status
BUFFBACK	1726600	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 10/20/2012
CCP	2015101	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 11/12/2006
CCP & DESIGN	2015100	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 11/12/2006
ENVIROGUARD	4223411	CCP Composites US	CCP Composites US	United States of America	Registered
ENVIROGUARD	1245463	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ENVIROGUARD	1206616	CCP Composites US LLC	CCP Composites US	Mexico	Registered
ENVIROGUARD	TMA864631	CCP Composites US LLC	CCP Composites US	Canada	Registered
EPOVIA	TMA795765	CCP Composites US LLC	CCP Composites US	Canada	Registered
EPOVIA	1137505	CCP Composites US LLC	CCP Composites US	Mexico	Registered
EPOVIA	3714628	CCP Composites US LLC	CCP Composites US	United States of America	Registered
IMEDGE	3366478	CCP Composites US LLC	CCP Composites US	United States of America	Registered

Trademark	Registration or Application number	Registered Owner	Effective Owner	Country	Status
MARBLEWASH	2959903	CCP Composites US LLC	CCP Composites US	United States of America	Registered
NUPOL	852975	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 7/23/2008
NUTACK	3267282	CCP Composites US LLC	CCP Composites US	United States of America	Registered
OPTIMOLD	TMA499043	CCP Composites US LLC	CCP Composites US	Canada	Registered
OPTIMOLD	4537745	CCP Composites US LLC	CCP Composites US	United States of America	Registered
OPTIPLUS	3377041	CCP Composites US LLC	CCP Composites US	United States of America	Registered
PATCHAID	1717012	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 09/15/2012
POLYCOR	503129	Cook Composites And Polymers	CCP Composites US	Benelux	Registered
POLYCOR	1678122	Cook Composites And Polymers	CCP Composites US	France	Registered
POLYCOR	2026927	Cook Composites And Polymers	CCP Composites US	Germany	Registered

Trademark	Registration or Application number	Registered Owner	Effective Owner	Country	Status
POLYCOR	105649	Cook Composites And Polymers	CCP Composites US	Greece	Registered
POLYCOR	145401	Cook Composites And Polymers	CCP Composites US	Ireland	Registered
POLYCOR	1460319	Cook Composites And Polymers	CCP Composites US	Italy	Registered
POLYCOR	1468152	Cook Composites And Polymers	CCP Composites US	United Kingdom	Registered
POLYCOR	1327809	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 4/2/2005
POLYCOR	TMA499126	CCP Composites US LLC	CCP Composites US	Canada	Registered
POLYCOR	599926	CCP Composites US LLC	CCP Composites US	Mexico	Registered
QUICKMIX	3729321	CCP Composites US LLC	CCP Composites US	United States of America	Registered
SHIMMER	4405855	CCP Composites US LLC	CCP Composites US	United States of America	Registered
STYPOL	TMA114930	CCP Composites US LLC	CCP Composites US	Canada	Registered

Trademark	Registration or Application number	Registered Owner	Effective Owner	Country	Status
STYPOL	734998	CCP Composites US LLC	CCP Composites US	Mexico	Registered
STYPOL	546201	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 8/7/2011
STYPOL	132050	CCP Composites US LLC	CCP Composites US	Australia	Registered
THERMACLEAN	1410067	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 9/23/2006
WIPE BRIGHT	2001394	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 9/17/2006
XYCON	1509734	CCP Composites US LLC	CCP Composites US	United States of America	Registered - Renewed on 10/25/2008