

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aonix Advanced Materials Corp.		04/16/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Solvay Specialty Polymers USA, LLC		
Street Address:	4500 McGinnis Ferry Road		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86553352	AONIX	
Serial Number:	86330045	MATERIALS IN MOTION	
Serial Number:	86330036	ULTRAMATERIALS	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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>			
Phone:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
Address Line 1:	1301 MCKINNEY STREET		
Address Line 4:	HOUSTON, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	11310124-AONIX/SOLVAY		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	04/24/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 16, 2015, is executed by Aonix Advanced Materials Corp., a corporation incorporated under the *Canada Business Corporations Act* (together with its successors and assigns, "Company"), in favor of Solvay Specialty Polymers USA, LLC, a Delaware limited liability company (the "Investor").

WHEREAS, Company has issued that certain Secured Convertible Promissory Note, dated as of March 20, 2015 (as amended, modified or otherwise supplemented from time to time, the "Note"), in favor of the Investor;

WHEREAS, pursuant to that certain Canadian Security Agreement, dated as of March 20, 2015 (the "Security Agreement") among Company as borrower and the Investor as lender, the Investor agreed to make certain extensions of credit to Company; and

WHEREAS, Company is required to execute and deliver this Agreement and to further confirm the grant to the Investor of a continuing security interest in all of the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Investor to make extensions of credit to Company, Company agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Note or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the secured obligations pursuant to the Security Agreement, Company hereby mortgages, pledges, charges and assigns to the Investor, and grants to the Investor, a lien on and security interest in all of its right, title and interest in, to and under the following collateral of Company (collectively, the "Trademark Collateral"):

(a) all of its trademarks (whether registered or not) and trademark applications anywhere in the world and all trademark licenses providing for the grant by or to Company of any right under any trademark, whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Company for the purpose of recording the security interest of the Investor in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been

granted as a supplement to, and not in limitation of, the security interest granted to the Investor under the Security Agreement. The Security Agreement (and all rights and remedies of the Investor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Company does hereby further acknowledge and affirm that the rights and remedies of the Investor with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Company Remains Liable. Company hereby agrees that, anything herein to the contrary notwithstanding, the Company shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AONIX ADVANCED MATERIALS CORP.

By: 

Name: TEROPEL GORBIN

Title:

SOLVAY SPECIALTY POLYMERS USA, LLC

By: _____

Name: George Corbin

Title: President

[Signature Page to Trademark Security Agreement]

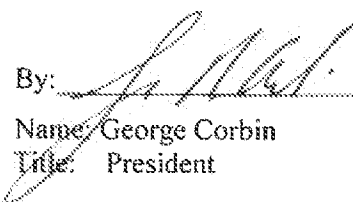
TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AONIX ADVANCED MATERIALS CORP.

By: _____
Name:
Title:

SOLVAY SPECIALTY POLYMERS USA, LLC

By:  _____
Name: George Corbin
Title: President

SCHEDULE A

Trademarks

Description	Registration Date	Registration #
"Aonix"	4/3/2015	86/553,352
"Materials in Motion"	7/7/2014	86/330,045
"Ultramaterials"	7/7/2014	86/330,036

[Trademark Security Agreement - Schedule A]