

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Construction Products, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2617403	ADHERE-IT	
Registration Number:	1657927	AQUATHON	
Registration Number:	2213876	BARRIERGUARD	
Registration Number:	2706167	UC	
Registration Number:	1495582	CANYON TONE STAIN	
Registration Number:	3812484	CLEARGUARD PLUS	
Registration Number:	1116530	DIATHON	
Registration Number:	0920064	ELASTRON	
Registration Number:	3603876	GRAFFITI SHIELD	
Registration Number:	2641966	HYDRO STOP	
Registration Number:	1714874	IN-WOOD	
Registration Number:	3244725	KYMAX	
Registration Number:	2701816	LONGEVITY BY DESIGN	
Registration Number:	0864818	MARATHON	
Registration Number:	0850083	MONOCRYL	
Registration Number:	2220027	PREMIUMCOAT	
Registration Number:	2188717	ROOFSHIELD	
Registration Number:	4631621	SB STREETBOND	
Registration Number:	2222243	STREETBOND	
TRADEMARK			

CH \$615.00 2617403

Property Type	Number	Word Mark
Registration Number:	2218231	STREETBOND SURFACING SYSTEM
Registration Number:	4212665	STREETBOND
Registration Number:	4328904	STREETBOND150
Registration Number:	1785097	UNI-TEX
Serial Number:	86465385	HYDROSTOP

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	025646-0578
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	06/08/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of June 1, 2015, is made by Quest Construction Products, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Quest Specialty Chemicals, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (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 and Liabilities 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

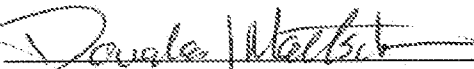
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

QUEST CONSTRUCTION PRODUCTS, LLC, as
Grantor


By: 
Name: Douglas J. Mattscheck
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005547 FRAME: 0793

ACCEPTED AND AGREED
as of the date first above written:


GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent



By: 
Name: John M. Steidle
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial/Reg. No	Filing/Reg. Date	Owner (Current)	Jurisdiction
ADHERE-IT	App 76233800 Reg 2617403	App 30-MAR-2001 Reg 10-SEP-2002	Quest Construction Products, LLC	U.S.
AQUATHON	App 74103568 Reg 1657927	App 05-OCT-1990 Reg 24-SEP-1991	Quest Construction Products, LLC	U.S.
BARRIERGUARD	App 75279027 Reg 2213876	App 22-APR-1997 Reg 29-DEC-1998	Quest Construction Products, LLC	U.S.
	App 76238696 Reg 2706167	App 10-APR-2001 Reg 15-APR-2003	Quest Construction Products, LLC	U.S.
CANYON TONE STAIN	App 73696193 Reg 1495582	App 18-NOV-1987 Reg 12-JUL-1988	Quest Construction Products, LLC	U.S.
CLEARGUARD PLUS	App 77399712 Reg 3812484	App 18-FEB-2008 Reg 06-JUL-2010	Quest Construction Products, LLC	U.S.
DIATHON	App 73165867 Reg 1116530	App 11-APR-1978 Reg 17-APR-1979	Quest Construction Products, LLC	U.S.
ELASTRON	App 72362291 Reg 0920064	App 10-JUN-1970 Reg 14-SEP-1971	Quest Construction Products, LLC	U.S.
GRAFFITI SHIELD	App 77373452 Reg 3603876	App 16-JAN-2008 Reg 07-APR-2009	Quest Construction Products, LLC	U.S.
	App 76221130 Reg 2641966	App 08-MAR-2001 Reg 29-OCT-2002	Quest Construction Products, LLC	U.S.
IN-WOOD	App 74240402 Reg 1714874	App 27-JAN-1992 Reg 15-SEP-1992	Quest Construction Products, LLC	U.S.
	App 78930113 Reg 3244725	App 14-JUL-2006 Reg 22-MAY-2007	Quest Construction Products, LLC	U.S.
LONGEVITY BY DESIGN	App 76238695 Reg 2701816	App 10-APR-2001 Reg 01-APR-2003	Quest Construction Products, LLC	U.S.
MARATHON	App 72266606 Reg 0864818	App 13-MAR-1967 Reg 18-FEB-1969	Quest Construction Products, LLC	U.S.

Trademark	Serial/Reg. No	Filing/Reg. Date	Owner (Current)	Jurisdiction
MONOCRYL	App 72266604 Reg 0850083	App 13-MAR-1967 Reg 04-JUN-1968	Quest Construction Products, LLC	U.S.
PREMIUMCOAT	App 75279033 Reg 2220027	App 22-APR-1997 Reg 26-JAN-1999	Quest Construction Products, LLC	U.S.
ROOFSHIELD	App 75047643 Reg 2188717	App 24-JAN-1996 Reg 15-SEP-1998	Quest Construction Products, LLC	U.S.
 StreetBond	App 86219824 Reg 4631621	App 13-MAR-2014 Reg 04-NOV-2014	Quest Construction Products, LLC	U.S.
StreetBond	App 75286802 Reg 2222243	App 30-APR-1997 Reg 09-FEB-1999	Quest Construction Products, LLC	U.S.
 StreetBond	App 75286803 Reg 2218231	App 30-APR-1997 Reg 19-JAN-1999	Quest Construction Products, LLC	U.S.
STREETBOND	App 85396989 Reg 4212665	App 12-AUG-2011 Reg 25-SEP-2012	Quest Construction Products, LLC	U.S.
STREETBOND150	App 85382064 Reg 4328904	App 27-JUL-2011 Reg 30-APR-2013	Quest Construction Products, LLC	U.S.
UNI-TEX	App 74330133 Reg 1785097	App 10-NOV-1992 Reg 03-AUG-1993	Quest Construction Products, LLC	U.S.

2. TRADEMARK APPLICATIONS

Trademark	Serial/Reg. No	Filing/Reg. Date	Owner (Current)	Jurisdiction
HYDROSTOP	App 86465385	App 26-NOV-2014	Quest Construction Products, LLC	U.S.