

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DeWolf Chemical, Inc.		12/17/2015	CORPORATION: DELAWARE
KODA Distribution Group, Inc.		12/17/2015	CORPORATION: DELAWARE
P.T. Hutchins Company, Ltd.		12/17/2015	Limited Company: CALIFORNIA
Monson Companies, Inc.		12/17/2015	CORPORATION: DELAWARE
Ribelin Sales, Inc.		12/17/2015	CORPORATION: TEXAS
Specialty Professional Products, Inc.		12/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4073954	SUPPORTING THE DEVELOPMENT OF FORMULATIO	
Registration Number:	4788445	KODA DISTRIBUTION GROUP	
Registration Number:	4666944	KDG	
Registration Number:	3922952	C CEMplete	
Registration Number:	3415715	ARCTIC EDGE	
Registration Number:	1572629	R	
Registration Number:	3979765	SPECIALTY PROFESSIONAL PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		

OP \$190.00 4073954

Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Michael Barys/

DATE SIGNED: 12/22/2015

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. DeWolf Chemical, Inc.
- 2. KODA Distribution Group, Inc.
- 3. P.T. Hutchins Company, Ltd.
- 4. Monson Companies, Inc.
- 5. Ribelin Sales, Inc.
- 6. Specialty Professional Products, Inc.

- Individual(s)
- Partnership
- Corporation- State:
- Other 1-2. Corp.-DE; 3. Limited Company-CA; 4. Corp.-DE; 5. Corp.-TX; 6. Corp.-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 17, 2015
 Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc., as Collateral Agent

Street Address: 1300 Thames Street, 4th floor, Thames Street Wharf

City: Baltimore

State: MD

Country: USA Zip: 21231

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and

A. Trademark Application No.(s) Text
See Schedule A

identification or description of the Trademark.

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 17, 2015
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 17, 2015, is made by DeWolf Chemical, Inc., a Delaware corporation, KODA Distribution Group, Inc., a Delaware corporation, P.T. Hutchins Company, Ltd., a California corporation, Monson Companies, Inc., a Delaware corporation, Ribelin Sales, Inc., a Texas corporation, and Specialty Professional Products, Inc., a Delaware corporation, (each a "Grantor" and together, the "Grantors") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

WHEREAS, reference is made to the Second Lien Credit Agreement dated as of December 17, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among AZELIS FINANCE S.A., a public limited liability company incorporated under the laws of the Grand Duchy of Luxembourg ("Luxembourg") and registered with the Luxembourg trade and companies register (the "Luxembourg RCS") under number B 194.636 ("Azelis"), AZELIS HOLDING S.A., a public limited liability company incorporated under the laws of Luxembourg and registered with the Luxembourg RCS under number B 194.548 ("Holdings"), AZELIS US HOLDING, INC., a corporation organized under the laws of the state of Delaware (the "Co-Borrower", and together with Azelis, the "Borrowers"), such entities from time to time designated as Co-Borrowers thereto, MORGAN STANLEY SENIOR FUNDING, INC. ("MSSF"), as Administrative Agent, Collateral Agent, and each lender from time to time party thereto (collectively, the "Lenders" and, individually, a "Lender", pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien U.S. Security Agreement, dated December 17, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree 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 or provided by reference in the Second Lien Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security. Grantors hereby grant to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantors' rights, titles and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral").

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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.

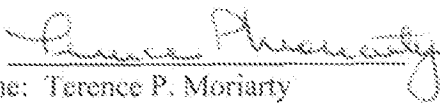
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KODA DISTRIBUTION GROUP, INC.
DEWOLF CHEMICAL, INC.
P. T. HUTCHINS COMPANY, LTD.
MONSON COMPANIES, INC.
RIBELIN SALES, INC.
SPECIALTY PROFESSIONAL PRODUCTS, INC.
each as Grantor

By: 
Name: Terence P. Moriarty
Title: Chief Financial Officer

{Signature Page to Second Lien Trademark Security Agreement}

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent


By: 
Name: Robbie Pearson
Title: Authorized Signatory

{Signature Page to Azelis Second Lien Trademark Security Agreement (Second Lien)}

TRADEMARK
REEL: 005694 FRAME: 0948

Schedule A

United States Trademark Registrations and Trademark Applications

Owner	Trademark	Registration No. / Application No.
DeWolf Chemical, Inc.	SUPPORTING THE DEVELOPMENT OF FORMULATION SOLUTIONS FOR EVERYDAY LIFE	4073954
KODA Distribution Group, Inc.	KODA DISTRIBUTION GROUP	4788445
KODA Distribution Group, Inc.	KDG	4666944
P.T. Hutchins Company, Ltd.	C CEMPLETE	3922952
Monson Companies, Inc.	ARCTIC EDGE	3415715
Ribelin Sales, Inc.		1572629
Specialty Professional Products, Inc.	SPECIALTY PROFESSIONAL PRODUCTS	3979765