

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368155

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kraton Polymers U.S. LLC		01/06/2016	LIMITED LIABILITY COMPANY: DELAWARE
Arizona Chemical Company, LLC		01/06/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street, 11th Floor
Internal Address:	Mail Code: TX1-492-11-23
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	4068200	CARIFLEX
Registration Number:	1710040	ELEXAR
Registration Number:	3812242	GIVING INNOVATORS THEIR EDGE
Registration Number:	0794983	KRATON
Registration Number:	0898505	KRATON
Registration Number:	3815850	KRATON
Registration Number:	3815851	
Registration Number:	2969883	
Registration Number:	4122145	NEXAR
Registration Number:	4504639	NEXAR
Registration Number:	4065488	ABIETA
Registration Number:	1154340	AQUATAC
Serial Number:	86733468	ARIZONA CHEMICAL
Registration Number:	4040769	ARIZONA CHEMICAL
Serial Number:	86577424	CENTURY
Serial Number:	86577446	CENWAX

OP \$1090.00 4068200

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4040770	RENEWABLE RESOURCES. ENDLESS POSSIBILITIES
Registration Number:	1040359	SYLFAT
Registration Number:	0724674	SYLFAT
Registration Number:	2617023	SYLVABLEND
Registration Number:	4284739	SYLVACLEAR
Registration Number:	2770417	SYLVACLEAR
Registration Number:	2721617	SYLVACOTE
Registration Number:	3768872	SYLVAFUEL
Registration Number:	4263845	SYLVAGEL
Registration Number:	2623919	SYLVAGUM
Registration Number:	1306649	SYLVALITE
Serial Number:	86670289	SYLVAMIN
Registration Number:	4790062	SYLVAPACK
Registration Number:	2433849	SYLVAPINE
Registration Number:	2211336	SYLVAPRINT
Registration Number:	2623918	SYLVARES
Serial Number:	86079701	SYLVAROAD
Registration Number:	0733990	SYLVAROS
Registration Number:	4054003	SYLVASOL
Registration Number:	1545955	SYLVATAC
Registration Number:	1085203	SYLVATAC
Registration Number:	4058472	SYLVATAL
Registration Number:	4159021	SYLVATRAXX
Registration Number:	3706809	UNICLEAR
Registration Number:	0943515	UNIDYME
Registration Number:	1040777	UNIFLEX
Registration Number:	0803277	UNI-REZ

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, Samuel.Taylor@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 136133.00001

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	01/06/2016
Total Attachments: 6 source=Kraton_Trademark_Security_Agreement#page1.tif source=Kraton_Trademark_Security_Agreement#page2.tif source=Kraton_Trademark_Security_Agreement#page3.tif source=Kraton_Trademark_Security_Agreement#page4.tif source=Kraton_Trademark_Security_Agreement#page5.tif source=Kraton_Trademark_Security_Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 6, 2016 (this "Agreement") is entered into by KRATON POLYMERS U.S. LLC, a Delaware limited liability company, ARIZONA CHEMICAL COMPANY, LLC, a Delaware limited liability company (individually, each a "Grantor" and collectively, the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent and security trustee for the Secured Parties (in such capacity, the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Amended and Restated Loan, Security and Guarantee Agreement, dated as of January 6, 2016, among the Grantors, the other grantors named therein, each of the financial institutions from time to time party thereto, and the Collateral Agent (the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and a lien on certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest.

(a) Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks (provided that no security interest shall be granted in any intent-to-use Trademark applications until such time as a verified "statement of use" or "amendment to allege use" with respect thereto has been filed with the United States Patent and Trademark Office), subject to the terms and conditions of the Loan Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Loan Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

(c) THE INTEREST IN THE SECURED TRADEMARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE COLLATERAL AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

(ii) Modification of Agreement.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral

Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 14.1 of the Loan Agreement; provided that the Collateral Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Collateral Agent set forth in Section 7.1.3(i) of the Loan Agreement.

(iii) Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

ARIZONA CHEMICAL COMPANY, LLC

By: 

Name: Stephen E. Tremblay
Title: Executive Vice President &
Chief Financial Officer

KRATON POLYMERS U.S. LLC

By: 

Name: Stephen E. Tremblay
Title: Executive Vice President &
Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: *H. Michael Wills*
Name: H. Michael Wills
Title: Senior Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Owner</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
Kraton			
CARIFLEX	Kraton Polymers U.S. LLC	4068200	12-Jun-2011
ELEXAR	Kraton Polymers U.S. LLC	1710040	25-Aug-1992
GIVING INNOVATORS THEIR EDGE	Kraton Polymers U.S. LLC	3812242	29-Jun-2010
KRATON	Kraton Polymers U.S. LLC	794983	31-Aug-1965
KRATON	Kraton Polymers U.S. LLC	898505	15-Sep-1970
	Kraton Polymers U.S. LLC	3815850	06-Jul-2010
	Kraton Polymers U.S. LLC	3815851	06-Jul-2010
	Kraton Polymers U.S. LLC	2969883	19-Jul-2005
NEXAR	Kraton Polymers U.S. LLC	4122145	04/03/2012
NEXAR	Kraton Polymers U.S. LLC	4504639	01-Apr-2014
Arizona			
ABIETA	Arizona Chemical Company, LLC	4065488	12/06/2011
AQUATAC	Arizona Chemical Company, LLC	1154340	05/19/1981
ARIZONA CHEMICAL	Arizona Chemical Company, LLC	(86/733468)	(08/21/2015)
ARIZONA CHEMICAL (stylized) [2010]	Arizona Chemical Company, LLC	4040769	10/18/2011
CENTURY	Arizona Chemical Company, LLC	(86/577424)	(03/26/2015)
CENWAX	Arizona Chemical Company, LLC	(86/577446)	(03/26/2015)
RENEWABLE RESOURCES. ENDLESS POSSIBILITIES.	Arizona Chemical Company, LLC	4040770	10/18/2011
SYLFAT	Arizona Chemical Company, LLC	1040359	06/01/1976

SYLFAT	Arizona Chemical Company, LLC	0724674	12/05/1961
SYLVABLEND	Arizona Chemical Company, LLC	2617023	09/10/2002
SYLVACLEAR	Arizona Chemical Company, LLC	4284739	02/05/2013
SYLVACLEAR	Arizona Chemical Company, LLC	2770417	09/30/2003
SYLVACOTE	Arizona Chemical Company, LLC	2721617	06/03/2003
SYLVAFUEL	Arizona Chemical Company, LLC	3768872	03/30/2010
SYLVAGEL	Arizona Chemical Company, LLC	4263845	12/25/2012
SYLVAGUM	Arizona Chemical Company, LLC	2623919	09/24/2002
SYLVALITE	Arizona Chemical Company, LLC	1306649	11/27/1984
SYLVAMIN	Arizona Chemical Company, LLC	(86/670289)	(06/22/2015)
SYLVAPACK	Arizona Chemical Company, LLC	4790062	08/11/2015
SYLVAPINE	Arizona Chemical Company, LLC	2433849	03/06/2001
SYLVAPRINT	Arizona Chemical Company, LLC	2211336	12/15/1998
SYLVARES	Arizona Chemical Company, LLC	2623918	09/24/2002
SYLVAROAD	Arizona Chemical Company, LLC	(86/079701)	(10/01/2013)
SYLVAROS	Arizona Chemical Company, LLC	0733990	07/10/1962
SYLVASOL	Arizona Chemical Company, LLC	4054003	11/08/2011
SYLVATAC	Arizona Chemical Company, LLC	1545955	07/04/1989
SYLVATAC	Arizona Chemical Company, LLC	1085203	02/14/1978
SYLVATAL	Arizona Chemical Company, LLC	4058472	11/22/2011
SYLVATRAXX	Arizona Chemical Company, LLC	4159021	06/12/2012
UNICLEAR	Arizona Chemical Company, LLC	3706809	11/03/2009
UNIDYME	Arizona Chemical Company, LLC	0943515	09/26/1972
UNIFLEX	Arizona Chemical Company, LLC	1040777	06/01/1976
UNI-REZ	Arizona Chemical Company, LLC	0803277	02/08/1966