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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM368257

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as successor to General Electric Capital Corporation		01/06/2016	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Arizona Chemical Company LLC		
Street Address:	4600 Touchton Road East, Suite 1200		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32246		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

## **PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Serial Number:	85042395	ABIETA
Serial Number:	73213482	AQUATAC
Serial Number:	78133291	ARIZONA
Serial Number:	78133361	ARIZONA CHEMICAL
Registration Number:	1040769	
Serial Number:	85141165	ARIZONA CHEMICAL
Serial Number:	71639114	CENTURY
Serial Number:	78241921	CENWAX
Serial Number:	74213400	MICROMID
Serial Number:	85141168	RENEWABLE RESOURCES. ENDLESS POSSIBILITI
Serial Number:	72098467	SYLFAT
Serial Number:	73063769	SYLFAT
Serial Number:	76181217	SYLVABLEND
Serial Number:	78157211	SYLVACLEAR
Serial Number:	75459652	SYLVACOTE
Serial Number:	85151875	SYLVADERM
Serial Number:	77641404	SYLVAFUEL
Serial Number:	78173363	SYLVAGEL
-		TDADEMADI

<del>TRADEMARK</del>

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Property Type	Number	Word Mark
Serial Number:	76228556	SYLVAGUM
Serial Number:	73457130	SYLVALITE
Serial Number:	76228554	SYLVALITE
Serial Number:	75459651	SYLVAPINE
Serial Number:	74577048	SYLVAPRINT
Serial Number:	76228555	SYLVARES
Serial Number:	72098468	SYLVAROS
Serial Number:	85151851	SYLVASOL
Serial Number:	73135157	SYLVATAC
Serial Number:	73758121	SYLVATAC
Serial Number:	85114167	SYLVATAL
Serial Number:	77640838	UNICLEAR
Serial Number:	72394412	UNIDYME
Serial Number:	72394411	UNIFLEX
Serial Number:	72223849	UNI-REZ
Serial Number:	73353784	UNI-TAC
Serial Number:	78216265	ZONATAC
Serial Number:	85441686	SYLVACLEAR
Serial Number:	85608742	SYLVAGEL
Serial Number:	85776437	SYLVAPACK
Serial Number:	86079701	SYLVAROAD

### **CORRESPONDENCE DATA**

**Fax Number:** 2138918763

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: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	030786-0704
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/06/2016

### **Total Attachments: 5**

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# RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), dated as of January 6, 2016, is made by Antares Capital LP, as successor to General Electric Capital Corporation, as collateral agent (in such capacity, the "Agent"), in favor of Arizona Chemical Company LLC, a Delaware limited liability company ("Grantor").

## **WITNESSETH:**

WHEREAS, reference is made to the First Lien Credit and Guarantee Agreement dated as of June 12, 2014 (as amended, restated, supplemented or otherwise modified to date, the "<u>Credit Agreement</u>"), by and among AZ Chem US Inc., as Borrower, Grantor, the other credit parties party thereto, the Lenders from time to time party thereto and the Agent;

WHEREAS, pursuant to the First Lien Pledge and Security Agreement, dated as of June 12, 2014, by and among the Grantor, the other grantors named therein and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement"), a lien on and security interest in (the "Security Interest") certain collateral, including the Trademark Collateral (as hereinafter defined), was granted by Grantor to the Agent; and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Grantor entered into that certain First Lien Trademark Security Agreement dated as of June 12, 2014, (the "Trademark Security Agreement"), in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 12, 2014 at Reel 005301, Frame 0883; and

WHEREAS, the Agent acknowledges full performance of the Grantor's obligations under the Credit Agreement, and accordingly the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>", as used herein, shall mean the Trademarks included in the Collateral and secured by the Trademark Security Agreement (including, without limitation, those items listed on <u>Schedule 1</u> hereto), together with the goodwill associated with the Trademarks. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement and the Trademark Security Agreement.
- 2. Release of Security Interest. Agent, without representation or warranty and at the Grantor's sole cost and expense, hereby absolutely, unconditionally and irrevocably terminates, cancels, discharges and releases, in its entirety, for the benefit of Grantor and its successors and assigns, any and all of its security interest in and lien on all of Grantor's right, title and interest

in, to and under the Trademark Collateral, and any and all right, title and interest of the Agent in the Trademark Collateral shall hereby terminate, cease and become void.

- 3. <u>Recordation</u>. Agent authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Release.
- 4. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.
- 5. <u>Further Assurances</u>. Agent agrees, upon Grantor's reasonable request, to provide, execute and/or deliver all additional information, authorization and documentation that may be reasonably necessary to effect the release of Agent's security interest in the Trademark Collateral (without representation or warranty and at Grantor's sole cost and expense).
- 6. <u>Governing Law.</u> THIS RELEASE 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 NEW YORK.
- 7. <u>Miscellaneous</u>. As used in this Release, the word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation."

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP, as Agent

Harper Scott Assiss

Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Trademark Rights]

Schedule 1

Trademark Applications and Registrations

MARK	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
		110/11DEAC		FF: 8.8.2
ABIETA	85/042395		19-May-10	
AQUATAC	73/213482	1154340	30-Apr-79	19-May-81
ARIZONA (stylized)	78/133291	2810445	5-Jun-02	3-Feb-04
ARIZONA CHEMICAL	78/133361	2779502	5-Jun-02	4-Nov-03
ARIZONA CHEMICAL (stylized 2010)	85/141165	1040769	29-Sep-11	18-Oct-11
ARIZONA CHEMICAL and Design	85/141165		29-Sep-10	18-Oct-11
CENTURY	71/639114	580811	6-Dec-52	6-Oct-53
CENWAX	78/241921	2886414	25-Apr-03	21-Sep-04
MICROMID	74/213400	1709624	18-Oct-91	25-Aug-92
RENEWABLE RESOURCES. ENDLESS POSSIBILITIES.	85/141168		29-Sep-10	
SYLFAT	72/098467	724674	6-Jun-60	5-Dec-61
SYLFAT	73/063769	1040359	22-Sep-75	1-Jun-76
SYLVABLEND	76/181217	2617023	14-Dec-00	10-Sep-02
SYLVACLEAR	78/157211	2770417	23-Aug-02	30-Sep-03
SYLVACOTE	75/459652	2721617	31-Mar-98	3-Jun-03
SYLVADERM	85/151875		13-Oct-10	
SYLVAFUEL	77/641404	3768872	30-Dec-08	30-Mar-10
SYLVAGEL	78/173363	2779604	11-Oct-02	4-Nov-03
SYLVAGUM	76/228556	2623919	21-Mar-01	24-Sep-02
SYLVALITE	73/457130	1306649	15-Dec-83	27-Nov-84
SYLVALITE	76/228554	2735891	21-Mar-01	15-Jul-03
SYLVAPINE	75/459651	2433849	31-Mar-98	6-Mar-01
SYLVAPRINT	74/577048	2211336	22-Sep-94	15-Dec-98
SYLVARES	76/228555	2623918	21-Mar-01	24-Sep-02
SYLVAROS	72/098468	733990	6-Jun-60	10-Jul-62
SYLVASOL	85/151851		13-Oct-10	
SYLVATAC	73/135157	1085203	25-Jul-77	14-Feb-78
SYLVATAC	73/758121	1545955	17-Oct-88	4-Jul-89
SYLVATAL	85/114167		24-Aug-10	

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MARK	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
UNICLEAR	77/640838	3706809	29-Dec-08	3-Nov-09
UNIDYME	72/394412	943515	9-Jun-71	26-Sep-72
UNIFLEX	72/394411	1040777	9-Jun-71	1-Jun-76
UNI-REZ	72/223849	803277	20-Jul-65	8-Feb-66
UNI-TAC	73/353784	1262091	10-Mar-82	27-Dec-83
ZONATAC	78/216265	2823322	19-Feb-03	16-Mar-04
SYLVACLEAR	85/441686	4284739	07-Oct-11	05-Feb-2013
SYVLAGEL	85/608742	4263845	26-Apr-11	25-Dec-2012
SYLVAPACK	85/776437		10-Nov- 2012	
SYLVAROAD	86/079701		01-Oct- 2013	

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**RECORDED: 01/06/2016**