

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kraton Polymers U.S. LLC		01/06/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Cayman Islands branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
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	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		

OP \$265.00 4068200

ATTORNEY DOCKET NUMBER:	030786-0704
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/07/2016

Total Attachments: 6

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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 and Arizona Chemical Company, LLC, a Delaware limited liability company (collectively, the "Grantors", and each, a "Grantor") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("CS"), as collateral agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of January 6, 2016, among the Grantors, the other grantors named therein, and the Collateral Agent (the "Pledge and Security Agreement").

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor has 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, each Grantor 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 Pledge and Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Pledge and Security 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 Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security 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 each Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.5 of the Credit 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 2.2(i) of the Pledge and Security 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 each Grantor and their respective successors and assigns. Each Grantor 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

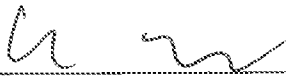
KRATON POLYMERS U.S. LLC


By: 

Name: Stephen E. Tremblay




Title: Executive Vice President &
Chief Financial Officer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Christopher Day
Title: Authorized Signatory

By: 
Name: Karim Rahimtoola
Title: Authorized Signatory

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
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