

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM371227

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OMG Electronic Chemicals, LLC | | 01/28/2016 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC, as Collateral Agent | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | public limited company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2546314 | COBRA BOND | |
| Registration Number: | 1154332 | COBRA ETCH | |
| Registration Number: | 999465 | CO-BRA SOL | |
| Registration Number: | 810910 | ELECTRO-BRITE | |
| Registration Number: | 1111136 | PERMA-ETCH | |
| Registration Number: | 2338895 | REEL-BRIGHT | |
| Registration Number: | 2088101 | REEL-SATIN | |
| Registration Number: | 1910943 | SHADOW | |
| 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 | | |
| ATTORNEY DOCKET NUMBER: | 039269-0370 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |

OP \$215.00 2546314

| | |
|---|-----------------|
| SIGNATURE: | /Rhonda DeLeon/ |
| DATE SIGNED: | 01/29/2016 |
| Total Attachments: 6 source=Trademark Security Agreement (OMG)#page1.tif source=Trademark Security Agreement (OMG)#page2.tif source=Trademark Security Agreement (OMG)#page3.tif source=Trademark Security Agreement (OMG)#page4.tif source=Trademark Security Agreement (OMG)#page5.tif source=Trademark Security Agreement (OMG)#page6.tif | |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 28, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of BARCLAYS BANK PLC, as collateral agent (in such capacity and together with its successors, the “Collateral Agent”) for (i) the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Amended and Restated Credit Agreement dated as of October 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MacDermid Holdings, LLC, a Delaware limited liability company, MacDermid, Incorporated, a Connecticut corporation, Platform Acquisition Holdings Limited, the Lenders party thereto, and Barclays Bank PLC, as administrative agent and as collateral agent and (ii) the other Secured Parties

WHEREAS, Grantors are party to that certain Amended and Restated Pledge and Security Agreement dated as of October 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor has or at any time in the future may acquire any right, title and interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith,

whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate

counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each 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.

OMG ELECTRONIC CHEMICALS, LLC

By: 

Name: Frank J. Monteiro

Title: President

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Title:

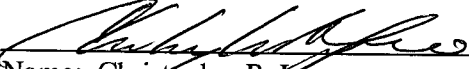
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OMG ELECTRONIC CHEMICALS, LLC

By: _____
Name:
Title:

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By:  _____
Name: Christopher R. Lee
Title: Vice President

SCHEDULE I to
the Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Title | App. No. App. Date | Reg. No. Reg. Date | Owner |
|---------------|-----------------------|-----------------------|----------------------------------|
| COBRA BOND | 76077253 6/26/2000 | 2546314 3/12/2002 | OMG Electronic Chemicals, LLC |
| COBRA ETCH | 73186117 9/18/1978 | 1154332 5/19/1981 | OMG Electronic Chemicals, LLC |
| CO-BRA SOL | 73013165 2/11/1974 | 0999465 12/17/1974 | OMG Electronic Chemicals, LLC |
| ELECTRO-BRITE | 72215057 3/26/1965 | 0810910 7/12/1966 | OMG Electronic Chemicals, LLC |
| PERMA-ETCH | 73137723 8/15/1977 | 1111136 1/16/1979 | OMG Electronic Chemicals, LLC |
| REEL-BRIGHT | 74689151 6/15/1995 | 2338895 4/4/2000 | OMG Electronic Chemicals, LLC |
| REEL-SATIN | 74688486 6/15/1995 | 2088101 8/12/1997 | OMG Electronic Chemicals, LLC |
| SHADOW | 74507119 3/30/1994 | 1910943 8/15/1995 | OMG Electronic Chemicals, LLC |