

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM379853

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JEFFERIES FINANCE LLC		04/07/2016	Limited Liability Company: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 SOUTH SIXTH STREET		
<b>Internal Address:</b>	SUITE 1290		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 57</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	734402	9-11	
Registration Number:	519635	AA	
Registration Number:	3014121	AQUAPEL	
Registration Number:	3169451	AQUAPEL	
Registration Number:	0571991	BAKERS	
Registration Number:	0574258	BAKERS	
Registration Number:	1236891	BIOTHANE	
Registration Number:	1420706	BUFFERITE	
Registration Number:	2968110	CASID	
Registration Number:	2650642	CASMATE	
Registration Number:	1373202	CASPOL	
Registration Number:	4117911	CASTORCIN	
Registration Number:	2953363	CASTORLATUM	
Registration Number:	564387	CASTORWAX	
Registration Number:	539707	CASTUNG	
Registration Number:	0385959	CASTUNG	
Registration Number:	0385224	CASTUNG	
Registration Number:	619747	CITROFLEX	
<b>TRADEMARK</b>			

CH \$1440.00 734402

Property Type	Number	Word Mark
Registration Number:	1368473	COSCAT
Registration Number:	857726	COTIN
Registration Number:	1678955	COTROL
Registration Number:	4463253	CROWN
Registration Number:	2799367	CRYSTAL LC
Registration Number:	0591877	CRYSTAL O
Registration Number:	528397	DB
Registration Number:	859905	DI-PIP
Registration Number:	2782318	EASY-FLO
Registration Number:	542077	FLEXRICIN
Registration Number:	546552	LUBRICIN
Registration Number:	552218	MORFLEX
Registration Number:	1712894	MORFLEX
Registration Number:	3126340	MORPEL
Registration Number:	1283955	NATURECHEM
Registration Number:	442796	PARICIN
Registration Number:	669472	POLYCIN
Registration Number:	837737	POLYCIN
Registration Number:	0542247	POLYCIN
Registration Number:	3250142	REILLCAT
Registration Number:	3394464	REILLEX
Registration Number:	3052812	REILLINE
Registration Number:	1009793	REILLY
Registration Number:	1006176	REILLY
Registration Number:	1872180	SEALRITE
Registration Number:	2972849	STANTIV
Registration Number:	3512045	SULFIDAL
Registration Number:	594724	SURFACTOL
Registration Number:	3260268	THE CHEMISTRY IS NATURAL
Registration Number:	3457147	VECTOMER
Registration Number:	3314651	VERTELLUS
Registration Number:	3314755	VERTELLUS
Registration Number:	2902303	VITRIDE
Registration Number:	399596	VORITE
Registration Number:	3377897	WE ARE PART OF YOUR LIFE
Registration Number:	3196149	ZEMAC
Registration Number:	711403	DB
Serial Number:	85950410	NIAPRO

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	86228158	SMART CHEMISTRY.OUR SPECIALTY.

**CORRESPONDENCE DATA**

**Fax Number:** 2128366590

*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:** stivens.ovalle@kayescholer.com

**Correspondent Name:** STIVENS J. OVALLE C/O KAYE SCHOLER LLP

**Address Line 1:** 250 WEST 55TH STREET

**Address Line 4:** NEW YORK, NEW YORK 10019-9710

<b>ATTORNEY DOCKET NUMBER:</b>	C/M 66509/28 - 11124
<b>NAME OF SUBMITTER:</b>	Stivens J. Ovalle
<b>SIGNATURE:</b>	/s/ Stivens J. Ovalle
<b>DATE SIGNED:</b>	04/07/2016

**Total Attachments: 7**

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## TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of this 7<sup>th</sup> day of April, 2016, by JEFFERIES FINANCE LLC, as the prior collateral agent (in such capacity, “Assignor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current collateral agent (in such capacity, “Assignee”).

### W I T N E S S E T H

WHEREAS, Assignor is party to the Security Agreement, dated as of October 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Vertellus Specialties Inc. (“Borrower”), Vertellus Specialties Holdings Corp., Vertellus Health & Specialty Products LLC (“Health”, and together with Borrower collectively, the “Grantor”) and each of the other affiliates of the Borrower listed on the signature pages thereof or that becomes a party thereto, and Assignor;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof and the Trademark Collateral (as defined in the TSA (as defined below)) (collectively, the “Pledged Collateral”);

WHEREAS, that Trademark Security Agreement (the “TSA”) with respect to the security interest granted by the Grantor under the Security Agreement in the Pledged Collateral, was recorded with the United States Patent and Trademark Office on November 3, 2014 on Reel 5393 / Frame 0371;

WHEREAS, effective as of April 7, 2016, Assignor resigned as administrative agent and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agency Agreement, dated as of April 7, 2016, among Assignor, Assignee and Borrower, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest under the Security Agreement and the TSA, including, without limitation, Assignor’s security interest in, and lien on, the Pledged Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the TSA, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Pledged Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Pledged Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Pledged Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

**JEFFERIES FINANCE LLC**, as the prior collateral agent

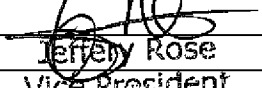
By: 

Name: J. Paul McDonnell

Title: Managing Director


**ASSIGNEE:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**, as the current collateral agent


By:   
Name: Jeffery Rose  
Title: Vice President

ACKNOWLEDGED AND AGREED:

VERTELLUS SPECIALTIES INC.

By:   
Name: Anne M. Frye  
Title: Vice President

VERTELLUS HEALTH & SPECIALTY PRODUCTS LLC

By:   
Name: Anne M. Frye  
Title: Vice President



SCHEDULE I  
TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**U.S. Trademarks and Trademark Applications**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Vertellus Specialties Inc.	734402	9-11
Vertellus Specialties Inc.	519635	AA
Vertellus Specialties Inc.	3014121	AQUAPEL
Vertellus Specialties Inc.	3169451	AQUAPEL
Vertellus Specialties Inc.	0571991	BAKERS
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Vertellus Specialties Inc.	1006176	REILLY and Design
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Vertellus Specialties Inc.	2972849	STANTIV
Vertellus Specialties Inc.	3512045	SULFIDAL
Vertellus Specialties Inc.	594724	SURFACTOL
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Vertellus Specialties Inc.	3377897	WE ARE PART OF YOUR LIFE
Vertellus Specialties Inc.	3196149	ZEMAC
Vertellus Specialties Inc.	711403	DB

#### Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Vertellus Specialties Inc.	85-950410	NIAPRO
Vertellus Specialties Inc.	86-228158 (Reg. No. 4728989)	SMART CHEMISTRY. OUR SPECIALTY.