

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM381089

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST   |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                       |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>    |
| Polymer Additives, Inc.   |   | 04/19/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | Wells Fargo Bank, National Association, as Administrative Agent |                       |                       |
| <b>Street Address:</b>  | 1100 Abernathy Rd., Suite 1600                                  |                       |                       |
| <b>City:</b>  | Atlanta   |                       |                       |
| <b>State/Country:</b>   | GEORGIA   |                       |                       |
| <b>Postal Code:</b>   | 30328   |                       |                       |
| <b>Entity Type:</b>   | national association: UNITED STATES                             |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 86693244  | VALTRIS               |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  | 3128637867  |                       |                       |
| <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> |   |                       |                       |
| <b>Phone:</b>   | 3128637267  |                       |                       |
| <b>Email:</b>   | jaclyn.digrande@goldbergkohn.com                                |                       |                       |
| <b>Correspondent Name:</b>  | Jaclyn Di Grande - Paralegal                                    |                       |                       |
| <b>Address Line 1:</b>  | Goldberg Kohn Ltd.  |                       |                       |
| <b>Address Line 2:</b>  | 55 E Monroe St., Suite 3300                                     |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60603   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1989.401  |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Jaclyn Di Grande  |                       |                       |
| <b>SIGNATURE:</b>   | /jaclyn di grande/  |                       |                       |
| <b>DATE SIGNED:</b>   | 04/19/2016  |                       |                       |
| <b>Total Attachments: 5</b>   |   |                       |                       |
| source=First_Amendment_to_Trademark_Security_Agreement_(PAD)#page1.tif  |   |                       |                       |
| source=First_Amendment_to_Trademark_Security_Agreement_(PAD)#page2.tif  |   |                       |                       |
| source=First_Amendment_to_Trademark_Security_Agreement_(PAD)#page3.tif  |   |                       |                       |
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OP \$40.00 86693244



## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of April 19, 2016 (this "Amendment") is by and between **POLYMER ADDITIVES, INC.**, a Delaware corporation ("Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

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

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of December 19, 2014 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Grantor, **POLYMER ADDITIVES HOLDINGS, INC.**, a Delaware corporation, as parent ("Parent"), **AKCROS CHEMICALS INC.**, a Delaware corporation, as a borrower ("New US Borrower" and, together with Grantor, each a "US Borrower" and collectively, the "US Borrowers"), **AKCROS CHEMICALS LIMITED**, a company incorporated in England and Wales with company number 00995767, as a borrower ("UK Borrower" and, together with the US Borrowers, each a "Borrower" and collectively the "Borrowers"), Agent and the lenders party thereto entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

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

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I to the Trademark Security Agreement to include the information set forth on Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

\* \* \* \*

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

**GRANTOR:**

**POLYMER ADDITIVES, INC.**, a Delaware  
corporation

By 

Name: Matthew Gullen

Title: Vice President, Assistant Secretary and Assistant  
Treasurer

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Agent

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

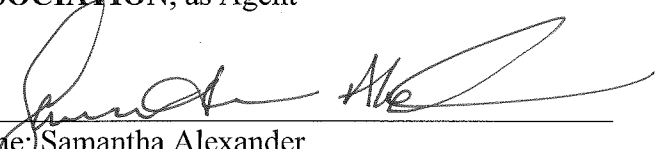
**GRANTOR:**

**POLYMER ADDITIVES, INC.**, a Delaware corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Agent

By  \_\_\_\_\_  
Name: Samantha Alexander  
Title: Director

**SCHEDULE I**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS**

| Trademark | Country | Serial No. | Registration No. |
|-----------|---------|------------|------------------|
| VALTRIS   | USA     | 86/693244  | N/A              |

**TRADEMARK LICENSES**

None.