

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385875

<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>
ARCLIN USA LLC		05/27/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3625412	ARCLIN	
<b>Registration Number:</b>	3625515	PERFORMANCE APPLIED	
<b>Registration Number:</b>	3720648	E-GEN	
<b>Registration Number:</b>	4507421	NITROGAIN	
<b>Registration Number:</b>	4029745	E-FLECT	
<b>Registration Number:</b>	4358341	E-SORB	
<b>Registration Number:</b>	4358342	THE INGREDIENTS OF GREEN	
<b>Registration Number:</b>	4358340	E-NATURAL	
<b>Registration Number:</b>	4230935	E-SULATE	
<b>Registration Number:</b>	4530610	EPIC	
<b>Registration Number:</b>	4660716	CAPTIVE	
<b>Registration Number:</b>	4660715	DUSTCAP	
<b>Registration Number:</b>	2010599	CROSSCUT ADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>TRADEMARK</b>			

CH \$340.00 3625412

**Correspondent Name:** Zeynep Gieseke  
**Address Line 1:** 330 N. Wabash Avenue, Suite 2800  
**Address Line 2:** Latham & Watkins LLP  
**Address Line 4:** Chicago, ILLINOIS 60611

**NAME OF SUBMITTER:** Zeynep Gieseke

**SIGNATURE:** /zg/

**DATE SIGNED:** 05/27/2016

**Total Attachments: 7**

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks (Arclin USA LLC)#page1.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks (Arclin USA LLC)#page2.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks (Arclin USA LLC)#page3.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks (Arclin USA LLC)#page4.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks (Arclin USA LLC)#page5.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks (Arclin USA LLC)#page6.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks (Arclin USA LLC)#page7.tif

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 27, 2016, by and from ARCLIN USA LLC, a Delaware limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, New Arclin U.S. Holding Corp. (the "Borrower"), the Lenders and the Grantee have entered into that certain Credit Agreement, dated as of May 27, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to the Subsidiary Guaranty (as defined in the Credit Agreement).

WHEREAS, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into that certain Pledge and Security Agreement, dated as of May 27, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right

to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets (including, for the avoidance of doubt, any intent-to-use Trademark application prior to the filing of a statement of use or an amendment to allege use with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

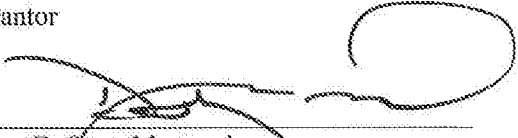
4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

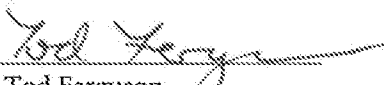
\*\*\*\*\*

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

ARCLIN USA LLC,  
as Grantor

By:   
Name: D. Scott Maynard  
Title: Secretary, Treasurer and Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Tod Ferguson  
Title: Authorized Signer

Signature Page to  
Supplemental Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 005801 FRAME: 0764**

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

(1) **United States Trademarks**

(A) **Registrations**

Owner	Registration Number	Trademark
Arclin USA LLC	3,625,412	ARCLIN
	3,625,515	PERFORMANCE APPLIED
	3,720,648	E-GEN
	4,507,421	NITROGAIN
	4,029,745	E-FLECT
	4,358,341	E-SORB
	4,358,342	THE INGREDIENTS OF GREEN
	4,358,340	E-NATURAL
	4,230,935	E-SULATE
	4,530,610	EPIC
	4,660,716	CAPTIVE
	4,660,715	DUSTCAP
	2,010,599	CROSSCUT ADVANTAGE

(B) **Applications**

Owner	Application Number	Trademark
Arclin USA LLC	85835728	FIREPOINT
	86836601	S3
	86648603	PROPONE

(C) Licenses

None.

(2) Other Trademarks

(A) Registrations

Owner	Registration Number	Country	Trademark
Arclin USA LLC	TMA861,741	Canada	INGREDIENTS OF GREEN
	TMA840,263	Canada	E-FLECT
	TMA859,223	Canada	E-SULATE
	TMA775,054	Canada	ARCLIN
	TMA775,290	Canada	PERFORMANCE APPLIED
	TMA912,448	Canada	EPIC
	TMA895,216	Canada	DustCap
	TMA895,219	Canada	CAPTIVE
	TMA780,290	Canada	E-GEN
	TMA885,147	Canada	E-NATURAL
	TMA885,236	Canada	E-SORB
	1261426	Mexico	E-SORB
	1230280	Mexico	INGREDIENTS OF GREEN
	1261427	Mexico	E-NATURAL
	1382179	Mexico	NITROGAIN
	1427048	Mexico	EPIC
	1427049	Mexico	FIREPOINT
	1230281	Mexico	INGREDIENTS OF GREEN
	1049028	Mexico	E-GEN



	1116983	Mexico	ARCLIN
	1582037	Mexico	PROPONE (class1)
	1582036	Mexico	PROPONE (class 17)

**(B) Applications**

<b>Owner</b>	<b>Application Number</b>	<b>Country</b>	<b>Trademark</b>
Arclin USA LLC	1,623,671	Canada	FIREPOINT
	1689124	Mexico	S3 (class 17)
	1689122	Mexico	S3 (class1)
	1736735	Canada	PROPONE

**(C) Licenses**

None.