

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHROMAFLO TECHNOLOGIES CORPORATION		11/18/2016	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 THAMES STREET, 4TH FLOOR
Internal Address:	THAMES STREET WHARF
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4377606	CHROMAFLO TECHNOLOGIES
Registration Number:	4377607	CHROMAFLO TECHNOLOGIES
Registration Number:	4198518	808
Registration Number:	4198514	844
Registration Number:	4198492	846
Registration Number:	4198493	897
Registration Number:	4388915	PUR INTEGRA
Registration Number:	4190808	COLORTREND FOLIO
Registration Number:	4152029	PORTFOLIO OF COLOR
Registration Number:	4262007	CHROMA-CHEM
Registration Number:	3765158	AMBIANCE
Registration Number:	3710438	ACCUBLEND
Registration Number:	3531938	COLORTREND BOUTIQUE
Registration Number:	3485557	INFRACOOOL
Registration Number:	3389495	CHROMACURE
Registration Number:	3376958	SYNERMIX

CH \$790.00 4377606

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3038036	SPARTACRYL PM
Registration Number:	2751030	ACCUMAG
Registration Number:	1488021	PLASTICOLORS
Registration Number:	1447021	SOL-U-PAK
Registration Number:	1451612	COLORMATCH
Registration Number:	1451611	CHROMAFLO
Registration Number:	1453760	PLASTISPERSE
Registration Number:	4558518	UVSOLUTIONS
Registration Number:	4364025	COLORTREND
Registration Number:	4367504	CHROMA-CHEM
Registration Number:	0845692	CAL-TINT
Registration Number:	1449133	PLASTIGEL
Registration Number:	1492773	PLASTICOLORS
Registration Number:	2509852	UCD
Serial Number:	85300075	COLORTREND

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, N.W., Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 27280.36300

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 11/18/2016

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2016, between CHROMAFLO TECHNOLOGIES CORPORATION, an Ohio corporation (the “**Grantor**”), and MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ASP CHROMAFLO INTERMEDIATE HOLDINGS, INC., a Delaware corporation (the “**U.S. Borrower**”), ASP CHROMAFLO DUTCH I B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and registered with the Dutch trade register under number 66929857 (the “**Dutch Borrower**” and, together with the U.S. Borrower, the “**Borrowers**”), ASP CHROMAFLO HOLDINGS, INC., a Delaware corporation (“**U.S. Holdings**”), ASP CHROMAFLO DUTCH HOLDINGS COÖPERATIEF U.A., a Dutch cooperative with excluded liability (*Coöperatie met uitgesloten aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and registered with the Dutch trade register under number 66927129 (“**Dutch Holdings**” and, together with U.S. Holdings, collectively, “**Holdings**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Morgan Stanley Senior Funding, Inc., as Collateral Agent and Administrative Agent, are parties to that certain First Lien Credit Agreement, dated as of November 18, 2016 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain First Lien Security Agreement, dated as of November 18, 2016 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**First Lien Security Agreement**”), among the U.S. Borrower, U.S. Holdings, the other Grantors party thereto and Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this First Lien Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the First Lien Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.


Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the First Lien Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this First Lien Trademark Security Agreement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CHROMAFLO TECHNOLOGIES CORPORATION

By: 
Name: Michael Simoniello
Title: Vice President of Finance

Acknowledged:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____

Name: *BARRY PRICE*

Title: *AUTHORIZED SIGNATORY*

**Schedule 1
to First Lien Trademark Security Agreement**

CHROMAFLO TECHNOLOGIES CORPORATION

TRADEMARKS

<u>Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Chromaflo Technologies Corporation	Chromaflo Technologies	85669496	7/5/2012	4377606	7/30/2013	Registered
Chromaflo Technologies Corporation	Chromaflo Technologies	85669542	7/5/2012	4377607	7/30/2013	Registered
Chromaflo Technologies Corporation	808	85542972	2/15/2012	4198518	8/28/2012	Registered
Chromaflo Technologies Corporation	844	85541122	2/13/2012	4198514	8/28/2012	Registered
Chromaflo Technologies Corporation	846	85533367	2/3/2012	4198492	8/28/2012	Registered
Chromaflo Technologies Corporation	897	85533415	2/3/2012	4198493	8/28/2012	Registered
Chromaflo Technologies Corporation	Pur Integra	85529300	1/31/2012	4388915	8/20/2013	Registered
Chromaflo Technologies Corporation	Color Trend Folio	85543643	2/15/2012	4190808	8/14/2012	Registered
Chromaflo Technologies Corporation	Portfolio of Color	85508154	1/4/2012	4152029	5/29/2012	Registered
Chromaflo Technologies Corporation	Colortrend	85300075	4/20/2011	4262007	12/18/2012	Registered
Chromaflo Technologies Corporation	Chroma-Chem	85300265	4/20/2011	4262007	12/18/2012	Registered

<u>Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Chromaflo Technologies Corporation	AMBIANCE	77693425	3/18/2009	3765158	3/23/2010	Registered
Chromaflo Technologies Corporation	ACCUBLEND	77656694	1/26/2009	3710438	11/10/2009	Registered
Chromaflo Technologies Corporation	COLOR TREND BOUTIQUE	77236822	7/24/2007	3531938	11/11/2008	Registered
Chromaflo Technologies Corporation	INFRACOOOL	77047472	11/20/2006	3485557	8/12/2008	Registered
Chromaflo Technologies Corporation	CHROMACURE	77047473	77047473	3389495	2/26/2008	Registered
Chromaflo Technologies Corporation	SYNERMIX	77024530	10/19/2006	3376958	2/5/2008	Registered
Chromaflo Technologies Corporation	SPARTACRYL PM	78536994	12/22/2004	3038036	1/3/2006	Registered
Chromaflo Technologies Corporation	ACCUMAG	76281485	7/5/2001	2751030	8/12/2003	Registered
Chromaflo Technologies Corporation	PLASTICOLORS	73652046	3/30/1987	1488021	5/17/1988	Registered
Chromaflo Technologies Corporation	SOL-U-PAK	73632670	11/28/1986	1447021	7/14/1987	Registered
Chromaflo Technologies Corporation	COLORMATCH	73632669	11/28/1986	1451612	8/11/1987	Registered
Chromaflo Technologies Corporation	CHROMAFLO	73632667	11/28/1986	1451611	8/11/1987	Registered
Chromaflo Technologies Corporation	PLASTISPERSE	73632668	11/28/1986	1453760	8/25/1987	Registered
Chromaflo Technologies Corporation	UV SOLUTIONS	85917068	4/29/2013	4558518	7/1/2014	Registered
Chromaflo Technologies Corporation	COLORTREND	85765652	10/29/2012	4364025	7/9/2013	Registered

<u>Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Chromaflo Technologies Corporation	CHROMA-CHEM	85765665	10/29/2012	4367504	7/16/2013	Registered
Chromaflo Technologies Corporation	CAL-TINT	72254408	9/13/1966	0845692	3/12/1968	Registered
Chromaflo Technologies Corporation ¹	PLASTIGEL	73632679	11/28/1986	1449133	7/28/1987	Registered
Chromaflo Technologies Corporation	PLASTICOLORS	73652045	3/30/1987	1492773	6/21/1988	Registered
Chromaflo Technologies Corporation. ²	UCD	76180836	12/14/2000	2509852	11/20/2001	Registered

TRADEMARK LICENSES

None.

¹ A merger document reflecting the merger of Plasticolors, Inc. with and into Chromaflo Technologies Corporation on 4/30/12 was recorded with respect to this trademark with the United States Patent & Trademark Office

² A merger document reflecting the merger of Plasticolors, Inc. with and into Chromaflo Technologies Corporation on 4/30/12 was recorded with respect to this trademark with the United States Patent & Trademark Office