

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERACHEM COMILOG, INC.		12/30/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	1 Fountain Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2594353	ERACHEM COMILOG	
Registration Number:	2601063	ERACHEM COMILOG	
Registration Number:	4375943	ERACHEM COMILOG	
Registration Number:	4375949	ERACHEM COMILOG	
Registration Number:	4432413	TECMANGAM	
Registration Number:	5030230	ERACHEM	
CORRESPONDENCE DATA			
Fax Number:	3125693459		
<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>			
Phone:	312-569-1459		
Email:	ipdocketchicago@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Melissa S. Dillenbeck, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	549613		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
SIGNATURE:	/Melissa S. Dillenbeck/		
DATE SIGNED:	01/04/2017		

CH \$165.00 2594353

Total Attachments: 5

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Notice of Security Interests in Trademarks

This Notice of Security Interest In Trademarks (this "Agreement") dated as of December 30, 2016 is made by and between MANUFACTURERS AND TRADERS TRUST COMPANY, as agent for itself and the other Secured Parties (as that term is defined in the Security Agreement defined below) (together with its successors and assigns in such capacity, the "Agent") and ERACHEM COMILOG, INC., a Maryland corporation (the "Grantor").

WHEREAS, under the terms of the Security Agreement, by and among Agent, Prince International DE Sub Inc., Comilog U.S., Inc., and Grantor (the "Security Agreement"), pursuant to which the Grantor granted and agreed to grant to Agent a security interest in certain of their assets to secure obligations owing to Agent and certain other lenders;

WHEREAS, Grantors own certain trademarks, including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor has agreed that this Agreement will be filed with the United States Patent and Trademark Office (the "USPTO") to, among other things, indicate that Agent is collateral assignee with respect to the Trademark Collateral (as defined herein), including those listed on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance of the Secured Obligations, the Grantor hereby pledges, hypothecates, delivers and collateral assigns to the Agent, and creates in favor of the Agent, a security interest in all of the following properties in which the Grantor now or hereafter has or will have any right, title or interest or has the power to transfer any rights, in all its forms, in each case now or hereafter existing, or hereafter acquired, created or arising, and wherever located (collectively, but excluding any Excluded Property, the "Trademark Collateral");

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or

examined and accepted by the USPTO), and all renewals thereof, including those listed on Schedule A hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by the Grantor under this Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. **Recordation.** The Grantor hereby requests and authorizes the USPTO to record this Agreement against the Trademark Collateral.

SECTION 5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of the parties hereto as of the date first above written.

GRANTOR:

ERACHEM COMILOG, INC.



By: _____

Name: Mark Whitney

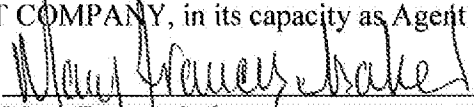
Title: Vice President

[Signature Page to Notice of Security Interests in Trademarks]

TRADEMARK
REEL: 005958 FRAME: 0182

AGENT: MANUFACTURERS AND TRADERS
TRUST COMPANY, in its capacity as Agent

By:



Name: Mary Frances Isakov

Title: Administrative Vice President

[Signature Page to Notice of Security Interests in Trademarks]

TRADEMARK
REEL: 005958 FRAME: 0183

Schedule A

Trademarks

Mark	Country	Registration Number	Class(es)	Registration Date
Erachem Comilog	US	2594353	1, 6	2002-07-30
Erachem Comilog	US	2601063	1, 6	2002-07-30
Erachem Comilog (additional products)	US	4375943	1	2013-07-30
Erachem Comilog (additional products)	US	4375949	1	2013-07-30
Tecmangam	US	4432413	1	2013-11-12
Erachem	US	5030230	1,6	2016-08-30