

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416314

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arclin USA LLC		02/14/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT (SECOND LIEN)
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3625412	ARCLIN
Registration Number:	4660716	CAPTIVE
Registration Number:	2010599	CROSSCUT ADVANTAGE
Registration Number:	4660715	DUSTCAP
Registration Number:	4029745	E-FLECT
Registration Number:	3720648	E-GEN
Registration Number:	4358340	E-NATURAL
Registration Number:	4530610	EPIC
Registration Number:	4358341	E-SORB
Registration Number:	4230935	E-SULATE
Registration Number:	5036796	FIREPOINT
Registration Number:	4507421	NITROGAIN
Registration Number:	3625515	PERFORMANCE APPLIED
Serial Number:	86648603	PROPONE
Serial Number:	86836601	S3
Serial Number:	85080809	THE INGREDIENTS OF GREEN

OP \$415.00 3625412

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Darlena Bari Stark**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F168410 2L
NAME OF SUBMITTER:	RACHEL KLEIN
SIGNATURE:	/RACHEL KLEIN/
DATE SIGNED:	02/15/2017

Total Attachments: 14

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF10 Cedar Guarantee Co, LP, a Bermuda limited partnership (including its permitted successors, “Parent”), LSF10 Cedar Investments, LP, a Bermuda limited partnership (including its permitted successors, “Holdings”), and New Arclin U.S. Holding Corp., a Delaware corporation (as successor to Cedar US MergCo, Inc., a Delaware corporation) (including its permitted successors, the “Borrower”) have entered into a Second Lien Term Loan Credit Agreement, dated as of February 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain U.S. Second Lien Guarantee and Collateral Agreement, dated as of February 14, 2017, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office, United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1 (“Exclusive Copyright Licenses”);

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”); and

(d) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the “Patents”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and the Commissioner, registrar of other applicable officer of the Canadian Intellectual Property Office, as applicable, and any other applicable United States or Canadian government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of

which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

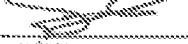
SECTION 7 First Lien/Second Lien Intercreditor Agreement and ABL Intercreditor Agreement Govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any First Lien Obligations and/or any ABL Obligations are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement and/or the ABL Intercreditor Agreement, as applicable. In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement or the ABL Intercreditor Agreement, as applicable, and this Agreement with respect to the Collateral and Liens securing any First Lien Obligations or ABL Obligations, as applicable, the provisions of the First Lien/Second Lien Intercreditor Agreement or the ABL Intercreditor Agreement, as applicable, shall prevail. As used in this Section 7, (x) "First Lien Obligations" shall have the meaning given to such term in the First Lien/Second Lien Intercreditor Agreement and (y) "ABL Obligations" shall have the meaning given to such term in the ABL Intercreditor Agreement.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LSF10 CEDAR INVESTMENTS, LP
LSF10 CEDAR GUARANTEE CO, LP
By: Cedar GP 2, LLC, the general partner of each entity

By: 
Name: Sandra Collins
Title: Vice President

NEW ARCLIN U.S. HOLDING CORP.
ARCLIN US HOLDINGS LLC
ARCLIN USA LLC
ARCLIN SURFACES LLC
ARCLIN OVERLAYS HOLDINGS, LLC
ARCLIN OVERLAYS USA LLC
ARCLIN SURFACES -- BLYTHEWOOD CO.

By: _____
Name: Russell Taylor
Title: Chief Executive Officer and President

1106522 B.C. UNLIMITED LIABILITY COMPANY
1106247 B.C. UNLIMITED LIABILITY COMPANY
ARCLIN CANADA HOLDINGS ULC
ARCLIN CANADA LTD./ARCLIN CANADA LTEE

By: _____
Name: Russell Taylor
Title: Chief Executive Officer and President

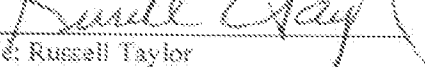
CEDAR US MERGERCO, INC.

By: _____
Name: Kyle S. Volluz
Title: President

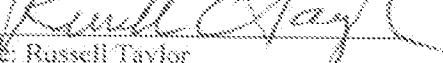
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LSF10 CEDAR INVESTMENTS, LP
LSF10 CEDAR GUARANTEE CO, LP
By: Cedar GP 2, LLC, the general partner of each entity

NEW ARCLIN U.S. HOLDING CORP.
ARCLIN US HOLDINGS LLC
ARCLIN USA LLC
ARCLIN SURFACES LLC
ARCLIN OVERLAYS HOLDINGS, LLC
ARCLIN OVERLAYS USA LLC
ARCLIN SURFACES – BLYTHEWOOD CO.

By: 
Name: Russell Taylor
Title: Chief Executive Officer and President

1106522 B.C. UNLIMITED LIABILITY COMPANY
1106247 B.C. UNLIMITED LIABILITY COMPANY
ARCLIN CANADA HOLDINGS ULC
ARCLIN CANADA LTD./ARCLIN CANADA LTEE

By: 
Name: Russell Taylor
Title: Chief Executive Officer and President

CEDAR US MERGERCO, INC.

By: _____
Name: Kyle S. Volluz
Title: President

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 005991 FRAME: 0223

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LSF10 CEDAR INVESTMENTS, LP
LSF10 CEDAR GUARANTEE CO, LP

NEW ARCLIN U.S. HOLDING CORP.
ARCLIN US HOLDINGS LLC
ARCLIN USA LLC
ARCLIN SURFACES LLC
ARCLIN OVERLAYS HOLDINGS, LLC
ARCLIN OVERLAYS USA LLC
ARCLIN SURFACES – BLYTHEWOOD CO.

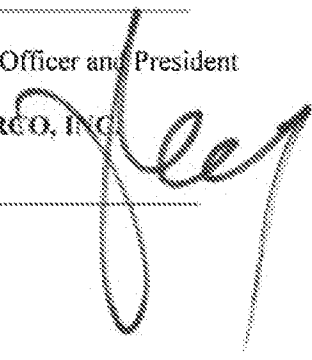
By: _____
Name: Russell Taylor
Title: Chief Executive Officer and President

1106522 B.C. UNLIMITED LIABILITY COMPANY
1106247 B.C. UNLIMITED LIABILITY COMPANY
ARCLIN CANADA HOLDINGS ULC
ARCLIN CANADA LTD./ARCLIN CANADA LTEE

By: _____
Name: Russell Taylor
Title: Chief Executive Officer and President

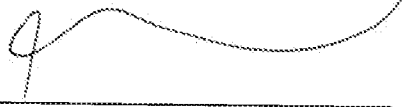
CEDAR US MERGER CO, INC

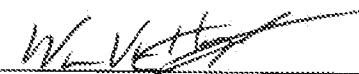
By: _____
Name: Kyle S. Volluz
Title: President



[Signature Page to Second Lien IP Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Warren Van Heyst
Title: Authorized Signatory

[Signature Page to Second Lien IP Security Agreement]

COPYRIGHTS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Canadian Copyrights:

None.

TRADEMARKS

U.S. Trademarks:

All Credit Agreements:

<u>Application Number</u>	<u>Date of Application</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>File Reference</u>	<u>Trademark</u>	<u>Owner</u>
77401503	20-Feb-08	3625412	26-May-09	5601-0115US1	ARCLIN	Arclin USA LLC
86076999	27-Sep-13	4660716	23-Dec-14	5601-0180US1	CAPTIVE	Arclin USA LLC
74534381	7-Jun-94	2010599	22-Oct-96	5601-0109US1	CROSSCUT ADVANTAGE	Arclin USA LLC
86076986	27-Sep-13	4660715	23-Dec-14	5601-0179US1	DUSTCAP	Arclin USA LLC
85081340	9-Jul-10	4029745	20-Sep-11	5601-0121US1	E-FLECT	Arclin USA LLC
77463284	1-May-08	3720648	8-Dec-09	5601-0118US1	E-GEN	Arclin USA LLC
85080791	8-Jul-10	4358340	25-Jun-13	5601-0153US1	E-NATURAL	Arclin USA LLC
85835689	29-Jan-13	4530610	13-May-14	5601-0175US1	EPIC	Arclin USA LLC
85080799	8-Jul-10	4358341	25-Jun-13	5601-0154US1	E-SORB	Arclin USA LLC
85364946	7-Jul-11	4230935	23-Oct-12	5601-0161US1	E-SULATE	Arclin USA LLC
85835728	29-Jan-13	5036796	6-Sep-16	5601-0177US1	FIREPOINT	Arclin USA LLC
85835682	29-Jan-13	4507421	1-Apr-14	5601-0174US1	NITROGAIN	Arclin USA LLC
77427375	20-Mar-08	3625515	26-May-09	5601-0116US1	PERFORMANCE APPLIED	Arclin USA LLC
86648603	2-Jun-15			5601-0201US	PropOne	Arclin USA LLC

86836601	2-Dec-15		5601-0203US	S3	Arclyn USA LLC
85080809	8-Jul-10	4358342	25-Jun-13	5601-0155US1	THE INGREDIENTS OF GREEN Arclyn USA LLC

Canadian Trademarks:

All Credit Agreements:

<u>Application Number</u>	<u>Date of Application</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>File Reference</u>	<u>Trademark</u>	<u>Owner</u>
1360561	21-Aug-07	TMA775054	19-Aug-10	5601-0115CA	ARCLIN	Arclyn USA LLC
1645649	27-Sep-13	TMA895219	28-Jan-15	5601-0180CA1	CAPTIVE	Arclyn USA LLC
1645648	27-Sep-13	TMA895216	28-Jan-15	5601-0179CA1	DUSTCAP	Arclyn USA LLC
1494560	2-Sep-10	TMA840263	15-Jan-13	5601-0121CA1	E-Flect	Arclyn USA LLC
1378076	19-Dec-07	TMA780290	21-Oct-10	5601-0118CA1	E-GEN	Arclyn USA LLC
1494559	2-Sep-10	TMA885147	3-Sep-14	5601-0153CA	E-NATURAL	Arclyn USA LLC
1625021	1-May-13	TMA912448	26-Aug-15	5601-0175CA	EPIC	Arclyn USA LLC
1494562	2-Sep-10	TMA885236	4-Sep-14	5601-0154CA	E-Sorb	Arclyn USA LLC
1538477	4-Aug-11	TMA859223	4-Sep-13	5601-0161CA	E-SULATE	Arclyn USA LLC
1623671	23-Apr-13	TMA951,202	3-Oct-16	5601-0177CA	FIREPOINT	Arclyn USA LLC
1623670	23-Apr-13	TMA883236	31-Jul-14	5601-0174CA	NITROGAIN	Arclyn USA LLC
1366874	9-Oct-07	TMA775290	23-Aug-10	5601-0116CA	PERFORMANCE APPLIED	Arclyn USA LLC
1736735	10-Jul-15			5601-0201CA	PropOne	Arclyn USA LLC

1781549	10-May-16			5601-0203CA	S3	Arclin USA LLC
1494561	2-Sep-10	TMA861741	2-Oct-13	5601-0155CA1	The Ingredients of Green	Arclin USA LLC
1366876	9-Oct-07	TMA775289	23-Aug-10		GREEN SIGMA	Arclin Canada, Ltd.

PATENTS

Schedule 3

U.S. Patents:

All Credit Agreements:

<u>Patent Number</u>	<u>Date of Patent Issuance</u>	<u>Application Status</u>	<u>Title</u>	<u>Owner</u>
7641826	5-Jan-10	Granted	Methods for Monitoring Binder Mix Loading of Fiber Glass Mats	Arclin USA LLC
7468155	23-Dec-08	Granted	Spectroscopic Monitoring of Resin-Loading During Assembly of Engineered Wood Product	Arclin USA LLC
5955203	21-Sep-99	Granted	Resin-Coated Overlays for Solid Substrates	Arclin Surfaces LLC
6846446	25-Jan-05	Granted	NIR Spectroscopic Monitoring of Resin-Loading During Assembly of Engineered Wood Product	Arclin USA LLC
6846447	25-Jan-05	Granted	Methods for Monitoring Resin-Loading of Wood Materials and Engineered Wood Products	Arclin USA LLC
7128867	31-Oct-06	Granted	Methods for Monitoring Resin-Loading of Wood Materials and Engineered Wood Products	Arclin USA LLC
6881814	19-Apr-05	Granted	Borate Modified Phenolic Resin for Insulation Material	Arclin Canada Ltd
7141193	28-Nov-06	Granted	Spectroscopic Monitoring of Resin Application Prior to Assembly of Composite Wood Veneer Product	Arclin USA LLC
7601398	13-Oct-09	Granted	Resin Treatment of Fibrous Sheets	Arclin USA LLC
6489392	3-Dec-02	Granted	Foamed Resin Adhesive and the Use Thereof of Glueing Wood Based Panels and Boards	Arclin USA LLC
7893154	22-Feb-11	Granted	Renewable binder for nonwoven materials	Arclin USA LLC
8133952	13-Mar-12	Granted	Poly (vinyl alcohol)-based formaldehyde free curable aqueous composition	Arclin USA LLC
8808850	19-Aug-14	Granted	Water Resistant Intumescent Fire Retardant Coating	Arclin USA LLC
6942826	13-Sep-05	Granted	Spectroscopic Monitoring of Resin-Application Prior to Assembly of Composite Wood Veneer Product	Arclin USA LLC
<u>Patent</u>	<u>Date of Patent</u>	<u>Application Status</u>	<u>Title</u>	<u>Owner</u>

U.S. Patents

<u>Number</u>	<u>Application</u>		<u>Title</u>	<u>Owner</u>
14/590,348	6-Jan-15	Pending	EXTRUDED RESORCINOL-FORMALDEHYDE, PHENOL-FORMALDEHYDE AND PHENOL-RESORCINOL-FORMALDEHYDE GEL RESINS	Arclin USA LLC
15/347,042	9-Nov-16	Pending	EXTRUDED RESORCINOL-FORMALDEHYDE, PHENOL-FORMALDEHYDE AND PHENOL-RESORCINOL-FORMALDEHYDE GEL RESINS	Arclin USA LLC
15/075,256	21-Mar-16	Pending	PROCESS FOR PRODUCING EXTRUDED SOLID NOVOLAC PRODUCTS	Arclin USA LLC

Canadian Patents:

All Credit Agreements:

<u>Patent Number</u>	<u>Date of Patent Issuance</u>	<u>Application Status</u>	<u>Title</u>	<u>Owner</u>
2640634	9-Feb-16	Granted	Methods for Monitoring Binder Mix Loading of Fiber Glass Mats	Arclin Canada Ltd / Arclin Canada LTÉE
2607611	26-Nov-13	Granted	Poly (vinyl alcohol)-based formaldehyde free curable aqueous	Arclin USA LLC
2666749	12-Jan-16	Granted	Renewable binder for nonwoven materials	Arclin USA LLC
2511961	9-Jan-07	Granted	Methods for Monitoring Resin-Loading of Wood Materials & Engineered Wood Products	Arclin Canada Ltd / Arclin Canada LTÉE
2502435	6-Jan-09	Granted	NIR Spectroscopic Monitoring of Resin-Loading During Assembly of Engineered Wood Product	Arclin Canada Ltd / Arclin Canada LTÉE
2519095	25-Nov-08	Granted	Spectroscopic Monitoring of Resin Application prior to Assembly of Composite Wood Veneer Product	Arclin Canada Ltd / Arclin Canada LTÉE

[3640343]