

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331894

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VERTELLUS PERFORMANCE CHEMICALS LLC | | 01/30/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| VERTELLUS SBH HOLDINGS LLC | | 01/30/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| VSI ACQUISITION CORP. | | 01/30/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT | | |
| Street Address: | 50 SOUTH SIXTH STREET | | |
| Internal Address: | SUITE 1290 | | |
| City: | MINNEAPOLIS | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2940688 | ACUBRIGHT | |
| Registration Number: | 0811200 | BOROL | |
| Registration Number: | 2351816 | BOROL | |
| Registration Number: | 2744961 | CHROMACLEAR | |
| Registration Number: | 2502672 | COLORCLEAR | |
| Registration Number: | 1436979 | VENMET | |
| Registration Number: | 1431651 | VENPURE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |
| <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> | | | |
| Email: | susan.zablocki@kirkland.com | | |
| Correspondent Name: | Susan Zablocki | | |
| Address Line 1: | Kirkland & Ellis LLP | | |

CH \$190.00 2940688

Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 10265-51

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 02/11/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of January 30, 2015, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (the “**Credit Agreement**”) among Vertellus Performance Chemicals LLC, a Delaware limited liability company (the “**Borrower**”), Vertellus SBH Holdings LLC, a Delaware limited liability company (“**Holdings**”), VSI Acquisition Corp., a Delaware corporation (“**Parent**”), each subsidiary guarantor party thereto (the “**Subsidiary Guarantors**”), Wilmington Trust, National Association, as administrative agent, and other agents and lenders party thereto (the “**Lenders**”), the Lenders have agreed to extend credit to the Borrower in the form of term loans and Parent, Holdings and each Subsidiary Guarantor provided a guarantee of such obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Credit Agreement to guaranty the Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

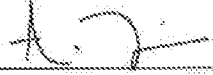
Section 7. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

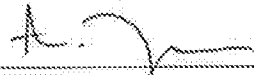
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

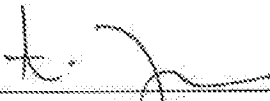
**VERTELLUS PERFORMANCE
CHEMICALS LLC, as Grantor**

By: 
Name: Anne M. Frye
Title: Vice President and Secretary

**VERTELLUS SBH HOLDINGS LLC,
as Grantor**

By: 
Name: Anne M. Frye
Title: Vice President and Secretary

**VSI ACQUISITION CORP., as a
Grantor**

By: 
Name: Anne M. Frye
Title: Vice President and Secretary

ACKNOWLEDGED AND AGREED as of
the date first above written:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent
and Collateral Agent

By: 
Name: Cora Holland-Koller
Title: Banking Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

| Owner | Trademark | Country | Status | App. No. | Filing Date | Reg. No. | Reg. Date | Next Renewal |
|-------------------------------------|------------------|--------------------|---------------|-----------------|--------------------|-----------------|------------------|---------------------|
| Vertellus Performance Chemicals LLC | ACUBRIGHT | Brazil | REG | 825330785 | 25-Feb-2003 | 825330785 | 04-Mar-2008 | 04-Mar-2018 |
| Vertellus Performance Chemicals LLC | ACUBRIGHT | European Community | REG | 002892420 | 16-Oct-2002 | 002892420 | 29-Apr-2004 | 16-Oct-2022 |
| Vertellus Performance Chemicals LLC | ACUBRIGHT | Mexico | REG | 571224 | 17-Oct-2002 | 780247 | 25-Feb-2003 | 17-Oct-2022 |
| Vertellus Performance Chemicals LLC | ACUBRIGHT | Switzerland | REG | 08959 | 17-Oct-2002 | P506068 | 19-Dec-2002 | 17-Oct-2022 |
| Vertellus Performance Chemicals LLC | ACUBRIGHT | United States | REG | 78174347 | 15-Oct-2002 | 2940688 | 12-Apr-2005 | 12-Apr-2015 |
| Vertellus Performance Chemicals LLC | BOROL | Austria | REG | AM159785 | 22-May-1985 | 110522 | 09-Oct-1985 | 09-Oct-2015 |
| Vertellus Performance Chemicals LLC | BOROL | Benelux | REG | 0053546 | 17-May-1985 | 0408816 | 17-May-1985 | 17-May-2015 |
| Vertellus Performance Chemicals LLC | BOROL | Brazil | REG | 812205774 | 30-Sep-1985 | 812205774 | 31-Oct-1989 | 31-Oct-2019 |
| Vertellus Performance Chemicals LLC | BOROL | Canada | REG | 375953 | 05-Jun-1974 | TMA215110 | 30-Jul-1976 | 30-Jul-2021 |
| Vertellus Performance Chemicals LLC | BOROL | European Community | REG | 012252243 | 24-Oct-2013 | 012252243 | 19-Mar-2014 | 24-Oct-2023 |
| Vertellus Performance Chemicals LLC | BOROL | Finland | REG | T197402522 | 29-May-1974 | 78286 | 05-Aug-1981 | 05-Aug-2021 |
| Vertellus Performance Chemicals LLC | BOROL | Germany | REG | M566371WZ | 24-May-1985 | 1119377 | 15-Mar-1988 | 24-May-2015 |
| Vertellus Performance Chemicals LLC | BOROL | Japan | REG | 766651982 | 30-Aug-1982 | 1686239 | 29-May-1984 | 29-May-2024 |
| Vertellus Performance Chemicals LLC | BOROL | Mexico | REG | 189020 | 26-Jan-1994 | 473306 | 13-Sep-1994 | 26-Jan-2024 |
| Vertellus Performance Chemicals LLC | BOROL | Norway | REG | 851870 | 20-May-1985 | 136167 | 20-Apr-1989 | 20-Apr-2019 |
| Vertellus Performance Chemicals LLC | BOROL | Russian Federation | REG | 068805 | 13-Jun-1974 | 56180 | 05-Aug-1980 | 13-Jun-2024 |

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| Vertellus Performance Chemicals LLC | BOROL | South Africa | REG | 3528 | 20-May-1985 | 198503528 | 10-Dec-1986 | 20-May-2015 |
| Vertellus Performance Chemicals LLC | BOROL | Sweden | REG | 7402599 | 28-May-1974 | 157785 | 23-Dec-1976 | 23-Dec-2016 |
| Vertellus Performance Chemicals LLC | BOROL | United States | REG | 72228381 | 22-Sep-1965 | 0811200 | 19-Jul-1966 | 19-Jul-2016 |
| Vertellus Performance Chemicals LLC | BOROL | United States | REG | 75733187 | 11-Jun-1999 | 2351816 | 23-May-2000 | 23-May-2020 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Australia | REG | 880421 | 26-Jun-2001 | 880421 | 20-Mar-2002 | 26-Jun-2021 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Brazil | PUB | 826997678 | 19-Oct-2004 | | | |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Canada | REG | 1512769 | 26-Jan-2011 | TMA832961 | 27-Sep-2012 | 27-Sep-2027 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR & CH (YI-PIAO) | China | APP | 13459185 | 31-Oct-2013 | | | |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Colombia | REG | 01055034 | 09-Jul-2001 | 248885 | 14-Feb-2002 | 14-Feb-2022 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | European Community | REG | 002275014 | 26-June - 2001 | 002275014 | 26-Feb-2003 | 26-Jun-2021 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Japan | REG | 2001060161 | 02-Jul-2001 | 4621558 | 15-Nov-2002 | 15-Nov-2022 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Malaysia | REG | 04015899 | 15-Oct-2004 | 04015899 | 05-Sep-2008 | 15-Oct-2024 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Mexico | REG | 493373 | 29-Jun-2001 | 711929 | 28-Aug-2001 | 29-Jun-2021 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | New Zealand | REG | 640320 | 26-Jun-2001 | 640320 | 13-May-2002 | 26-Jun-2018 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Norway | REG | 200108074 | 29-Jun-2001 | 213622 | 14-Mar-2002 | 14-Mar-2022 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Peru | REG | 130692 | 28-Jun-2001 | 74874 | 13-Sep-2001 | 13-Sep-2021 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | South Africa | REG | 2001010973 | 26-Jun-2001 | 200110973 | 31-Mar-2006 | 26-Jun-2021 |
| Vertellus Performance Chemicals LLC | CHROMACL EAR | Switzerland | REG | 070312001 | 12-Jul-2001 | 493397 | 03-Jan-2002 | 12-Jul-2021 |

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| Vertellus Performance Chemicals LLC | CHROMACLEAR | Taiwan | REG | 102065592 | 22-Nov-2013 | 01639142 | 1-May-2014 | 30-Apr-2024 |
| Vertellus Performance Chemicals LLC | CHROMACLEAR IN CH (YI-PIAO) | Taiwan | REG | 102065593 | 22-Nov-2013 | 01639143 | 1-May-2014 | 30-Apr-2024 |
| Vertellus Performance Chemicals LLC | CHROMACLEAR | Thailand | REG | 572933 | 17-Nov-2004 | KOR265020 | 23-Jul-2007 | 17-Nov-2024 |
| Vertellus Performance Chemicals LLC | CHROMACLEAR | United States | REG | 78070378 | 21-Jun-2001 | 2744961 | 29-Jul-2003 | 29-Jul-2023 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | Canada | REG | 1106172 | 11-Jun-2001 | TMA578460 | 27-Mar-2003 | 27-Mar-2018 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | China | REG | 2001104818 | 18-Jun-2001 | 1901432 | 21-Oct-2002 | 21-Oct-2022 |
| Vertellus Performance Chemicals LLC | COLORCLEAR IN CH (HUAN-YUAN-WEN) | China | APP | 13633509 | 27-Nov-2013 | | | |
| Vertellus Performance Chemicals LLC | COLORCLEAR IN CH (KAI-LING) | China | REG | 5163067 | 17-Feb-2006 | 5163067 | 14-Jun-2009 | 14-Jun-2019 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | European Community | REG | 002253334 | 11-Jun-2001 | 002253334 | 30-Jul-2002 | 11-Jun-2021 |
| Vertellus Performance Chemicals LLC | COLORCLEAR WITH CH (HUAN-YUAN-WEN) (SERIES OF TWO) | Hong Kong | REG | 302825686 | 04-Dec-2013 | 302825686 | 10-Jun-2014 | 03-Dec-2023 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | India | REG | 1016526 | 13-Jun-2001 | 1016526 | 15-Mar-2005 | 13-Jun-2021 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | Indonesia | REG | D00200101244512518 | 13-Jun-2001 | IDM000309339 | 13-Jun-2001 | 13-Jun-2021 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | Malaysia | REG | 200107312 | 14-Jun-2001 | 01007312 | 14-Jun-2001 | 14-Jun-2021 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | Mexico | REG | 554983 | 04-Jul-2002 | 756744 | 29-Jul-2002 | 04-Jul-2022 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | New Zealand | REG | 639412 | 11-Jun-2001 | 639412 | 17-Dec-2001 | 11-Jun-2018 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | Singapore | REG | T0108512H | 13-Jun-2001 | T0108512H | 13-Jun-2001 | 13-Jun-2021 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | Taiwan | REG | 90023718 | 12-Jun-2001 | 01008811 | 01-Aug-2002 | 01-Aug-2022 |

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| Vertellus Performance Chemicals LLC | COLORCLEAR IN CH (HUANYUAN-WEN) | Taiwan | APP | 102065594 | 22-Nov-2013 | | | |
| Vertellus Performance Chemicals LLC | COLORCLEAR | United States | REG | 75734293 | 21-Jun-1999 | 2502672 | 30-Oct-2001 | 30-Oct-2021 |
| Vertellus Performance Chemicals LLC | COLORCLEAR | Vietnam | REG | 4200102914 | 29-Jun-2001 | 42449 | 30-Jul-2002 | 29-Jun-2021 |
| Vertellus Performance Chemicals LLC | SB200 | India | REG | 1835852 | 02-Jul-2009 | 1835852 | 01-Mar-2011 | 02-Jul-2019 |
| Vertellus Performance Chemicals LLC | VENMET | Canada | REG | 603393 | 22-Mar-1988 | 352407 | 24-Feb-1989 | 24-Feb-2019 |
| Vertellus Performance Chemicals LLC | VENMET | China | REG | 5128586 | 19-Jan-2006 | 5128586 | 28-May-2009 | 27-May-2019 |
| Vertellus Performance Chemicals LLC | VENMET IN CH (WAN-MEI) | China | REG | 5128585 | 19-Jan-2006 | 5128585 | 28-May-2009 | 27-May-2019 |
| Vertellus Performance Chemicals LLC | VENMET | European Community | REG | 000058164 | 01-Apr-1996 | 000058164 | 25-May-1998 | 01-Apr-2016 |
| Vertellus Performance Chemicals LLC | VENMET | Norway | REG | 932041 | 28-Apr-1993 | 163151 | 09-Jun-1994 | 09-Jun-2024 |
| Vertellus Performance Chemicals LLC | VENMET | United States | REG | 73601686 | 02-Jun-1986 | 1436979 | 21-Apr-1987 | 21-Apr-2017 |
| Vertellus Performance Chemicals LLC | VENPURE | Brazil | REG | 821807994 | 13-Jul-1999 | 821807994 | 26-Aug-2003 | 26-Aug-2023 |
| Vertellus Performance Chemicals LLC | VENPURE | Canada | REG | 599388 | 22-Jan-1988 | 351049 | 10-Feb-1989 | 10-Feb-2019 |
| Vertellus Performance Chemicals LLC | VENPURE | China | REG | 23961 | 02-Mar-1998 | 1295046 | 21-Jul-1999 | 20-Jul-2019 |
| Vertellus Performance Chemicals LLC | VENPURE IN CH (WAN-CHUN) | China | REG | 5128584 | 19-Jan-2006 | 5128584 | 28-May-2009 | 27-May-2019 |
| Vertellus Performance Chemicals LLC | VENPURE | European Community | REG | 000756437 | 25-Feb-1998 | 000756437 | 25-Nov-1999 | 25-Feb-2018 |
| Vertellus Performance Chemicals LLC | VENPURE | European Community | REG | 000058099 | 01-Apr-1996 | 000058099 | 14-Apr-1998 | 01-Apr-2016 |
| Vertellus Performance Chemicals LLC | VENPURE | Japan | REG | 34318 | 24-Apr-1998 | 4278424 | 28-May-1999 | 28-May-2019 |

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| Vertellus Performance Chemicals LLC | VENPURE | Lithuania | REG | ZP4560 | 23-Feb- 1993 | 21542 | 10-Oct- 1995 | 23-Feb- 2023 |
| Vertellus Performance Chemicals LLC | VENPURE | Norway | REG | 931957 | 23-Apr- 1993 | 166029 | 22-Dec- 1994 | 22-Dec- 2024 |
| Vertellus Performance Chemicals LLC | VENPURE | Switzerland | REG | 662419938 | 23-Apr- 1993 | 2P411548 | 23-Apr- 1993 | 23-Apr- 2023 |
| Vertellus Performance Chemicals LLC | VENPURE | United States | REG | 73601988 | 02-Jun- 1986 | 1431651 | 10-Mar- 1987 | 10-Mar- 2017 |