

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Novolyte Performance Materials LLC	01/31/2011
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6730815
Patent Number:	7566807
Patent Number:	7129371
Patent Number:	6034281
Patent Number:	5358670
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	6972825

CH \$200.00 6730815

501459545

PATENT
REEL: 025915 FRAME: 0590

NAME OF SUBMITTER:

Jean Paterson

Total Attachments: 9

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PATENT

REEL: 025915 FRAME: 0591

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Novolyte Performance Materials LLC
8001 East Pleasant Valley Road
Independence, OH 44131

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 01/31/2011

2. Name and address of receiving party(ies)

Name: PNC BANK, NATIONAL ASSOCIATION

Internal Address: _____

COMMERCIAL LOAN SERVICE CENTER/DCC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH State: PA Zip: 15219

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule 1

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

ORDER# 697825

Street Address: 1180 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ _____

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

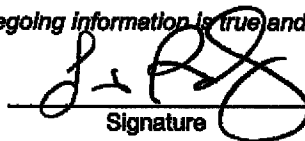
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Luis Rodriguez

Name of Person Signing


Signature

3/08/2011

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 31st day of January, 2011 by NOVOLYTE PERFORMANCE MATERIALS LLC, a Delaware limited liability company ("Grantor"), in favor of PNC Bank, National Association, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor (together with any other Person joined as a borrower from time to time to the Loan Agreement, the "Borrowers" and each individually a "Borrower") has entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its concurrent grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws rules.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NOVOLYTE PERFORMANCE MATERIALS LLC

By: Richard L. Watkins
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Thomas J. Lohrke
Name: Thomas J. Lohrke
Title: Senior Vice President

(SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NOVOLYTE PERFORMANCE MATERIALS LLC

By: *Richard L. Watkins*
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

(SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT)

PATENT
REEL: 025915 FRAME: 0596

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE OR FILING DATE	STATUS
Pharmaglyme	3257215	3/13/02	Active
Gassolve	3181555	10/26/06	Active
Aurosolve	3230539	3/20/04	Active

PATENTS

PATENT	COUNTRY	APP. / PATENT NO.	DATE ISSUED	STATUS
Method of Producing Glycol Ethers	U.S.	6730815	5/4/2004	Active
Benzene Phosphinic Acid With Improved Flowability	U.S.	7566807	7/28/2009	Active
Benzene Phosphinic Acid With Improved Flowability	U.S.	7129371	10/31/2006	Active
Purification of Diethylene Glycol Monoethyl Ether	U.S.	6034281	3/7/2000	Active
Process for Preparing Grignard Reagents in Diethylene Glycol Dibutyl	U.S.	5358670	10/25/1994	Active

074658.01823/95034421v.3

POWER OF ATTORNEY

Dated January 31, 2011

NOVOLYTE PERFORMANCE MATERIALS LLC, a Delaware limited liability company ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Agent and Grantor (together with any Person joined thereto as a borrower from time to time, the "Borrowers" and each a "Borrower"), dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"); capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Loan Agreement, following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, (c) to use the Trademarks and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement and Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until, and shall be revoked when, all Obligations have been fully paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the
date stated above.

NOVOLYTE PERFORMANCE MATERIALS LLC

By: *Richard R. Winters*
Name: _____
Title: _____

[SIGNATURE PAGE TO POWER OF ATTORNEY]