

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Patent Security Agreement														
<b>CONVEYING PARTY DATA</b>															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>HGGC Citadel Plastics Intermediate Holdings, Inc.</td> <td>02/29/2012</td> </tr> <tr> <td>City Acquisition Merger Sub, Inc.</td> <td>02/29/2012</td> </tr> <tr> <td>Citadel Plastics Holdings, Inc.</td> <td>02/29/2012</td> </tr> <tr> <td>Citadel Intermediate Holdings, LLC</td> <td>02/29/2012</td> </tr> <tr> <td>The Matrixx Group, Incorporated</td> <td>02/29/2012</td> </tr> <tr> <td>Bulk Molding Compounds, Inc.</td> <td>02/29/2012</td> </tr> </tbody> </table>		Name	Execution Date	HGGC Citadel Plastics Intermediate Holdings, Inc.	02/29/2012	City Acquisition Merger Sub, Inc.	02/29/2012	Citadel Plastics Holdings, Inc.	02/29/2012	Citadel Intermediate Holdings, LLC	02/29/2012	The Matrixx Group, Incorporated	02/29/2012	Bulk Molding Compounds, Inc.	02/29/2012
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Bulk Molding Compounds, Inc.	02/29/2012														
<b>RECEIVING PARTY DATA</b>															
Name:	General Electric Capital Corporation, as Agent														
Street Address:	500 West Monroe Street														
City:	Chicago														
State/Country:	ILLINOIS														
Postal Code:	60661														
<b>PROPERTY NUMBERS Total: 3</b>															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6576170</td> </tr> <tr> <td>Patent Number:</td> <td>7047626</td> </tr> <tr> <td>Patent Number:</td> <td>6933333</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6576170	Patent Number:	7047626	Patent Number:	6933333						
Property Type	Number														
Patent Number:	6576170														
Patent Number:	7047626														
Patent Number:	6933333														
<b>CORRESPONDENCE DATA</b>															
Fax Number:	(617)951-8736														
Phone:	617-951-8132														
Email:	linda.salera@bingham.com														
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>															
Correspondent Name:	Linda A. Salera														
Address Line 1:	1 Federal Street														
Address Line 2:	c/o Bingham McCutchen LLP														

OP \$120.00 6576170

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Linda A. Salera

Total Attachments: 8

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 29, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of the date hereof, in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Patent 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 Agent for the benefit of the Secured Parties, and grants to the 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 (to the extent not constituting Excluded Property) of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 any provision of the Guaranty and Security Agreement and any provision of this Patent Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 each case, subject to its reasonable business judgment, in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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.

Section 6. Governing Law. This Patent 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.

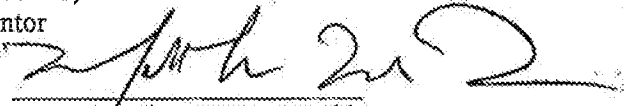
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

HGGC CITADEL PLASTICS INTERMEDIATE HOLDINGS, INC.  
as Grantor

By:



Name: Matthew D. McDonald  
Title: Chief Financial Officer

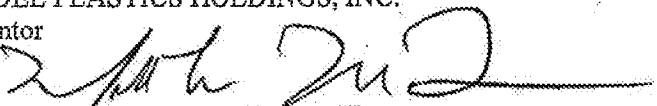
CITY ACQUISITION MERGER SUB, INC.  
as Grantor

By:

Name: David E. Topham  
Title: Vice President and Secretary

CITADEL PLASTICS HOLDINGS, INC.  
as Grantor

By:



Name: Matthew D. McDonald  
Title: Chief Financial Officer

CITADEL INTERMEDIATE HOLDINGS, LLC  
as Grantor

By:



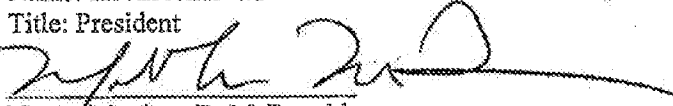
Name: Matthew D. McDonald  
Title: Chief Financial Officer

THE MATRIX GROUP, INCORPORATED  
as Grantor

By:

Name: Kevin Andrews  
Title: President

By:



Name: Matthew D. McDonald  
Title: Secretary and Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

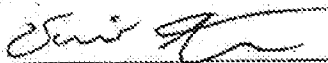
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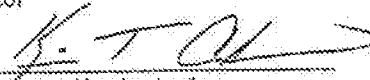
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as Grantor

By:

  
\_\_\_\_\_  
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Title: President

By:

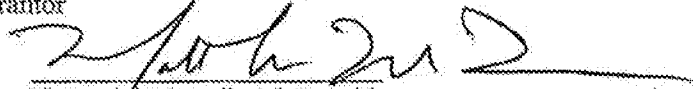
\_\_\_\_\_  
Name: Matthew D. McDonald  
Title: Secretary and Treasurer

(SIGNATURE PAGE TO PATENT SECURITY AGREEMENT)

BULK MOLDING COMPOUNDS, INC.

as Grantor

By:



Name: Matthew D. McDonald

Title: Secretary and Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]



ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: *Brian Sommerfeld*  
Name:  
Title: Its Duly Authorized Signatory

Brian E. Sommerfeld  
Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

I. REGISTERED PATENTS

OWNER	COUNTRY	TITLE	REG. NO.	REG. DATE
BMC	United States	Gas-Assisted Injection Molding of Thermosetting Polymers	6,576,170	June 10, 2003
BMC	United States	Encapsulated Electronically Resistive Heater	7,047,626	May 23, 2006
BMC	United States	Conductive Adhesive Sealant for Bipolar Fuel Cell Separator Plate Assemblies	6,933,333	August 23, 2005
BMC	France	Bulk Molding Compound Composite Material and Method for the Manufacture of the Material	FR 2769633	October 14, 1997
BMC	Canada	Gas-Assisted Injection Molding of Thermosetting Polymers	CA2467667	November 6, 2006

2. PATENT APPLICATIONS

None.