

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
Reichhold, Inc.	05/02/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	8034528
Patent Number:	6884841
Patent Number:	8110650
Patent Number:	7985826
Patent Number:	8034522
Application Number:	61605412
Application Number:	13300980
Application Number:	12189523
Application Number:	12545909
Application Number:	12881265
Application Number:	12971066
Application Number:	13024547
Application Number:	13303233
Application Number:	60027675

CH \$600.00 8034528

Application Number: 07618489

CORRESPONDENCE DATA

Fax Number: (678)533-7772
Phone: 404-681-5974
Email: mlg@phrd.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Parker Hudson Rainer & Dobbs, LLP
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: 15th Floor - Mike Grove
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 2689.17

NAME OF SUBMITTER: Bobbi Acord Noland

Total Attachments: 8
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May 2, 2012

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339
Attention: Reichhold Loan Administration Manager

RE: First Amendment to Patent Security Agreement – Reichhold, Inc.

Ladies and Gentlemen:

Reference is made to that certain Patent Security Agreement dated October 13, 2005, between Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent") for the Lenders, and Reichhold, Inc., a Delaware corporation ("Company"), as recorded in the United States Patent and Trademark Office (the "USPTO") on October 19, 2005, at Reel No. 016883, Frame 0385 (as at any time amended, modified, restated or supplemented, the "Patent Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Patent Security Agreement.

Pursuant to paragraph 5 of the Patent Security Agreement, if, before Full Payment of the Obligations, Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 of the Patent Security Agreement shall automatically apply thereto and Company shall give to Agent prompt notice thereof in writing, and Agent is authorized and empowered to modify the Patent Security Agreement by amending Exhibit A to include any future patents and patent applications within the definition of Patents under paragraph 2 or paragraph 5 thereof.

Company desires to amend the Patent Security Agreement to include the patents and patent applications listed on Exhibit A-1 attached hereto on Exhibit A to the Patent Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Exhibit A to the Patent Security Agreement is hereby amended by adding to the list of patents and patent applications thereon those patents and patent applications listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Patent Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Patent Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Company's expense.

To secure the prompt payment and performance of all of the Obligations (including, without limitation, all of the U.S. Obligations and the Canadian Obligations), Company hereby grants, assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Additional Patent Collateral"):

(a) the entire right, title and interest of Company in and to the patent applications and patents listed in Exhibit A-1 attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including,

without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "Additional Patents"); and

(b) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

Company hereby covenants with and warrants to Agent that:

(a) the Additional Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Additional Patents, free and clear of any Liens other than Permitted Liens;

(c) Company has the unqualified right to enter into this Amendment and perform its terms; and

(d) Company has used, and will continue to use for the duration of the Patent Security Agreement, proper statutory notice in connection with its use of the Additional Patents and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office and any applicable foreign filing offices to maintain the Additional Patents in existence, including, without limitation, filing all necessary documents with the United States Patent and Trademark Office and any applicable foreign filing offices for each Additional Patent to maintain it without loss of protection therefor, unless in any such case Company has determined that such Additional Patent is no longer material to the conduct of its business.

Until Full Payment of the Obligations, Company shall not enter into any license agreement relating to any of the Additional Patents with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, licenses to customers in geographic areas other than the United States and Canada or as otherwise could not reasonably be expected to materially adversely affect the exercise by Agent of any of its rights or remedies with respect to the Additional Patents, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under the Patent Security Agreement.

Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Patent Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Patent Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance

with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; Signatures appear on following page.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

COMPANY:

REICHHOLD, INC.

By: *Roger L. Willis*
Name: ROGER L. WILLIS
Title: CHIEF FINANCIAL OFFICER

[Signatures continue on following page.]

Accepted and agreed to:

BANK OF AMERICA, N.A., as Agent

By: *Douglas Cowan*
Douglas Cowan, Senior Vice President

EXHIBIT A-1

Patents and Patent Applications

<u>PATENT</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>STATUS</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>
Alkyd Hot Melt Adhesive	US	61/605,412	Filed		
Aqueous Emulsion Shear Stable Coating Vehicle	US	13/300980	Pending		
Aqueous Emulsion Shear Stable Coating Vehicle	WO	PCTUS11061774	Pending		
Aqueous Sulfonate- Functional Polymer Dispersions, Methods of Making the Same and Toner Particles Formed Therefrom	US	12/189523	Pending		
Coating Compositions and Methods of Blocking Tannon Migration	US	12/545909	Pending		
Fast Dry Polyester Latex for Coatings	US	12/881265	Pending		
Hybrid Chemically- Produced Toners	US	11/937675	Granted	8034528	10/11/2011
Low Monomer Containing	US	10/771053	Granted	6884841	4/26/2005

Laminating
Resin
Compositions

Methods of
Making Molding
Resins

US 13/185816 Granted 8110650 2/7/2012

Molding Resins
Using
Renewable
Resource
Component

US 11/644094 Granted 7985826 7/26/2011

Polyester Toner
Resin
Compositions

US 11/937077 Granted 8034522 10/11/2011

Resin Coated
Particulates

US 12/971066 Pending

Toner Resin
Compositions

BR PI97023353 Granted PI97023353 8/3/2004

Vinyl-
Containing
Compounds and
Processes for
Making the
Same

US 13/024547 Pending

Vinyl-
Containing
Compounds and
Processes for
Making the
Same

WO PCTUS11024970 Pending

WIPING STAIN
ALKYD RESIN
COMPOSITION

US 13/303233 Pending

PATENT	COUNTRY	REG. / APPL NO.	STATUS	ISSUE DATE
Reinforced Composite Product and Apparatus and Method for Producing Same	Canada	2267075 (in US: 60/027,675)	Issued	5/18/2004
Water Reducible Epoxy Resin Curing Agent	Canada	2055796 (in US: 07/618,489)	Issued	7/30/1996