

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
Coveright Surfaces Canada Inc.	07/17/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-4105
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8114482
Patent Number:	7744994
Application Number:	11911051
CORRESPONDENCE DATA	
Fax Number:	(312)782-8585
Email:	amangal@jonesday.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:	Anshul Mangal
Address Line 1:	77 West Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60601-1692
ATTORNEY DOCKET NUMBER:	739326-605011
NAME OF SUBMITTER:	Anshul Mangal
Total Attachments: 5 source=7. US - Patent Security Agreement [Executed]#page1.tif source=7. US - Patent Security Agreement [Executed]#page2.tif source=7. US - Patent Security Agreement [Executed]#page3.tif source=7. US - Patent Security Agreement [Executed]#page4.tif source=7. US - Patent Security Agreement [Executed]#page5.tif	

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This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of July 17, 2012, is made by Coveright Surfaces Canada Inc. (the "Grantor") in favor of BANK OF AMERICA, N.A., as collateral agent (in such capacity, and including its successors and assigns in such capacity, the "First Lien Agent").

WHEREAS, the Grantor has, by joinder, entered into the Loan, Security and Guarantee Agreement dated as of January 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Loan Agreement"), with Bank of America, N.A., as administrative agent and First Lien Agent, Arclin USA LLC and Arclin Surfaces LLC, as U.S. borrowers, Arclin Canada Ltd., as Canadian borrower, and the other subsidiaries of Arclin Lux Holdings S.à r.l. party thereto from time to time as guarantors, pursuant to which the Grantor granted liens in substantially all of its assets to the First Lien Agent for the benefit of the Secured Parties (as defined therein) (the "First Lien Secured Parties").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance of the Grantor's Obligations, the Grantor, pursuant to the First Lien Loan Agreement, hereby grants to the First Lien Agent for the benefit of the First Lien Secured Parties, a continuing security interest in and Lien upon all of the Grantor's right, title and interest in and to the following (the "Patent Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Patent Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the First Lien Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the First Lien Agent pursuant to the First Lien Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the Patent Collateral are more fully set forth in the First Lien Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Loan Agreement, the terms of the First Lien Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


SECTION 5. Recordation. The Grantor authorizes and requests that the United States Commissioner for Patents and the Canadian Intellectual Property Office record this Agreement.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COVERIGHT SURFACES CANADA INC.,
as a Grantor

By: 
Name: Roland Sirois
Title: President

[Signature Page to U.S. Patent Security Agreement]

PATENT
REEL: 028597 FRAME: 0615

BANK OF AMERICA, N.A. as
First Lien Agent

By: 

Name: Jason Riley

Title: Senior Vice President

[Signature Page to U.S. Patent Security Agreement]

PATENT
REEL: 028597 FRAME: 0616

Schedule A

Patents and Patent applications

1. U.S. Patents and Patent Applications

Title	Patent. No. (App/Pub No.) [U.S. Pub No.]	Issue Date (App/Pub Date) [U.S. Pub Date]
Coating composition, coated article and a method to manufacture the same	8,114,482	2/12/2012
Coating composition, coated article and a method to manufacture the same	7,744,994	6/29/2010
Method of manufacture of direct pressure laminates	(11/911,051) [20080280155]	(6/13/2008) [11/13/2008]

2. Other Patents and Patent Applications

Country	Title	Patent. No. (App/Pub No.) [U.S. Pub No.]	Issue Date (App/Pub Date) [U.S. Pub Date]	Status
Canada	Coating composition, coated article and a method to manufacture the same	2561548	5/29/2012	Pending
Canada	A method of manufacture of direct pressure laminates	(2603840)	(10/19/2006)	Pending
Canada	Synthetic resin film for laminates and method of producing same	2358668	12/19/2006	Issued