

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------------|---------------|-------------------------|-----------------------|----------------------|----------------------|------------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hercules Incorporated</td> <td>08/06/2012</td> </tr> <tr> <td>ISP Investments Inc.</td> <td>08/06/2012</td> </tr> </tbody> </table> | | Name | Execution Date | Hercules Incorporated | 08/06/2012 | ISP Investments Inc. | 08/06/2012 | | | | | | | | | | | | | | | | | | | | | | |
| Name | Execution Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hercules Incorporated | 08/06/2012 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ISP Investments Inc. | 08/06/2012 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>The Bank Of Nova Scotia</td> </tr> <tr> <td>Street Address:</td> <td>720 King Street West</td> </tr> <tr> <td>City:</td> <td>Toronto</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M5V2T3</td> </tr> </table> | | Name: | The Bank Of Nova Scotia | Street Address: | 720 King Street West | City: | Toronto | State/Country: | CANADA | Postal Code: | M5V2T3 | | | | | | | | | | | | | | | | | | |
| Name: | The Bank Of Nova Scotia | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 720 King Street West | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Toronto | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | CANADA | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | M5V2T3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61670642</td> </tr> <tr> <td>Application Number:</td> <td>61667497</td> </tr> <tr> <td>Application Number:</td> <td>13551202</td> </tr> <tr> <td>Application Number:</td> <td>13559836</td> </tr> <tr> <td>Application Number:</td> <td>13521138</td> </tr> <tr> <td>Application Number:</td> <td>13521471</td> </tr> <tr> <td>Application Number:</td> <td>13520810</td> </tr> <tr> <td>Application Number:</td> <td>13520802</td> </tr> <tr> <td>Application Number:</td> <td>13521456</td> </tr> <tr> <td>Application Number:</td> <td>13521460</td> </tr> <tr> <td>Application Number:</td> <td>13521645</td> </tr> <tr> <td>Application Number:</td> <td>13575530</td> </tr> <tr> <td>Application Number:</td> <td>13520860</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 61670642 | Application Number: | 61667497 | Application Number: | 13551202 | Application Number: | 13559836 | Application Number: | 13521138 | Application Number: | 13521471 | Application Number: | 13520810 | Application Number: | 13520802 | Application Number: | 13521456 | Application Number: | 13521460 | Application Number: | 13521645 | Application Number: | 13575530 | Application Number: | 13520860 |
| Property Type | Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 61670642 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 61667497 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13551202 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13559836 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13521138 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13521471 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13520810 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13520802 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13521456 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13521460 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13521645 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13575530 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13520860 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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PATENT
 REEL: 028775 FRAME: 0310

CH \$520.00 61670642

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

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Address Line 4: Dublin, OHIO 43017

ATTORNEY DOCKET NUMBER:

SUPPPATSECAGR08062012

NAME OF SUBMITTER:

Mark A. Montana

Total Attachments: 3

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Supplemental Patent Security Agreement

Supplemental Patent Security Agreement, dated as of August 6, 2012, by Hercules Incorporated and ISP Investments Inc. (the "Pledgors"), in favor of THE BANK OF NOVA SCOTIA., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of August 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Pledgors granted to the Administrative Agent a lien on the Pledgors' Intellectual Property Collateral;

WHEREAS, the Pledgors have acquired the additional Patents listed on Schedule I attached hereto; and

WHEREAS, pursuant to Section 3.6 of the Security Agreement, the Pledgors are required to execute and deliver this Supplemental Patent Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents 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. In the event that any provision of this Supplemental Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Pledgor shall otherwise agree.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Supplemental Patent Security Agreement.

SECTION 5. Counterparts. This Supplemental Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Patent Security Agreement by signing and delivering one or more counterparts. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Supplemental Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Supplemental Patent Security Agreement.

SECTION 6. Governing Law. This Supplemental Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

HERCULES INCORPORATED, as Pledgor

AMS By: Lynn P. Freeman
Name: Lynn P. Freeman
Title: Treasurer

ISP INVESTMENTS INC., as Pledgor

AMS By: Lynn P. Freeman
Name: Lynn P. Freeman
Title: Treasurer

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: David Schwartzbard
Name: DAVID SCHWARTZBARD
Title: DIRECTOR

SCHEDULE I
to
SUPPLEMENTAL PATENT SECURITY AGREEMENT

Patent Applications:

| OWNER | APPLICATION NUMBER | DESCRIPTION |
|-----------------------|-----------------------|---|
| Hercules Incorporated | 61/670,642 | Electrochemical Generation of Chlorinated Urea Derivatives |
| Hercules Incorporated | 61/667,497 | Water Soluble Polymer Powders wit Improved Dispersibility |
| Hercules Incorporated | 13/551202 | Improved Retention and Drainage in Manufacture of Paper |
| Hercules Incorporated | 13/559836 | Readily Dissolvable Solid Nonionic Synthetic Associative Thickeners |
| ISP Investments Inc. | 13/521,138 | A Matrix Composition for Delivery of Hydrophobic Actives |
| ISP Investments Inc. | 13/521,471 | Reactive Monomer For Coating and/or Reactive Coating |
| ISP Investments Inc. | 13/520,810 | Polymers Prepared From Mixtures of Multifunctional N-Vinylformamide and Hybrid Reactive N-Vinylformamide Crosslinking Monomer Moieties and Uses Thereof |
| ISP Investments Inc. | 13/520,802 | Reactive Monomer For a Coating and/or Reactive Coating |
| ISP Investments Inc. | 13/520,860 | Compositions Comprising a Reactive Monomer and Uses Thereof |
| ISP Investments Inc. | 13/521,456 | Compositions Comprising a Reactive Monomer with a Area or Urethane Functional Group |
| ISP Investments Inc. | 13/521,460 | Compositons Comprising a Reactive Monomer And Uses Thereof |
| ISP Investments Inc. | 13/521,645 | Novel Anti-Aging Peptides Modulating Survivin and Compositions Including Same |
| ISP Investments Inc. | 13/575,530 | Self Adapting Polymers for Anhydrous Sunscreen Formulations |