

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
Nevamar Company, LLC	08/23/2012
RECEIVING PARTY DATA	
Name:	Apollo Laminates Agent, LLC
Street Address:	9 West 57th Street, 37th Floor
Internal Address:	c/o Apollo Capital Management, L.P.
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	5093185
Patent Number:	5702806
Patent Number:	5866207
Patent Number:	5866208
Patent Number:	5866209
Patent Number:	5807608
Patent Number:	5275876
Patent Number:	5728797
Patent Number:	5344704
Patent Number:	5545476
Patent Number:	5925211
Patent Number:	6887583
Patent Number:	7026038
CORRESPONDENCE DATA	

502047969

PATENT  
 REEL: 028897 FRAME: 0306

CH \$520.00 5093185

Fax Number: 2128721002  
Phone: 2128362264  
Email: pgunn@akingump.com

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

Correspondent Name: Patricia Gunn  
Address Line 1: One Bryant Park  
Address Line 2: c/o Akin Gump Strauss Hauer & Feld LLP  
Address Line 4: New York, NEW YORK 10036-6745

ATTORNEY DOCKET NUMBER:	690446.0001 (JIM)
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NAME OF SUBMITTER:	Patricia Gunn
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**Total Attachments: 7**

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## SECOND LIEN PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 23, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Apollo Laminates Agent, LLC ("Apollo Laminates"), 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) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second Lien Credit Agreement, dated as of August 23, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders from time to time party thereto and Apollo Laminates, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, 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 the 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, and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with 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 Agent for the benefit of the Secured Parties, and grants to 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 of such Grantor (the "Patent Collateral");

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

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

(b) 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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 connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon the termination of the Guaranty and Security Agreement, and upon the Borrower's written request, the Agent shall execute acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Patents under this Patents Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Patents.

Section 6. 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 7. 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.

NEVAMAR COMPANY, LLC  
as Grantor

By: 

Name: Jeffrey Muller

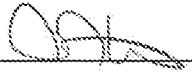
Title: Chief Operating Officer and General  
Counsel

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 028897 FRAME: 0310**

ACCEPTED AND AGREED  
as of the date first above written:

APOLLO LAMINATES AGENT, LLC  
as Agent

By: \_\_\_\_\_

Name:

Title: Its Duly Authorized Signatory

**AVI KATZ**  
Vice President

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 028897 FRAME: 0311**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

**Issued U.S. Patents – Nevamar Company, LLC**

Owner	Title	Jurisdiction	Filing Date	Number
Nevamar Company, LLC	ABRASION RESISTANT LAMINATE	United States	4/01/1991	5,093,185
Nevamar Company, LLC	DECORATIVE LAMINATE SURFACE LAYER	United States	4/25/1996	5,702,806
Nevamar Company, LLC	PROCESS FOR PRODUCING AESTHETIC SURFACE LAYER COMPOSITION AND AESTHETIC SURFACE LAYER	United States	5/12/1997	5,866,207
Nevamar Company, LLC	PROCESS FOR PRODUCING AESTHETIC SURFACE LAYER COMPOSITION AND AESTHETIC SURFACE LAYER	United States	5/12/1997	5,866,208
Nevamar Company, LLC	PROCESS FOR PRODUCING AESTHETIC SURFACE LAYER COMPOSITION AND AESTHETIC SURFACE LAYER	United States	5/12/1997	5,866,209
Nevamar Company, LLC	FORMING A LAMINATE SHEET BY PRESSING RESIN PARTICULATES ON A DECORATIVE SHEET	United States	5/12/1997	5,807,608
Nevamar Company, LLC	STATIC DISSIPATIVE LAMINATE FOR WORK SURFACES CONTAINING AN INTERIOR SPECIAL CORE LAYER CONTAINING..	United States	11/02/1992	5,275,876
Nevamar Company, LLC	METHOD OF MAKING CURED RESIN PARTICLES	United States	8/18/1995	5,728,797



Owner	Title	Jurisdiction	Filing Date	Number
Nevamar Company, LLC	ABRASION-RESISTANT AESTHETIC SURFACE LAYER LAMINATE	United States	4/07/1993	5,344,704
Nevamar Company, LLC	WEAR RESISTANT GLOSSY LAMINATES	United States	5/02/1994	5,545,476
Nevamar Company, LLC	LOW PRESSURE MELAMINE/VENEER PANEL AND METHOD OF MAKING THE SAME	United States	4/21/1997	5,925,211
Nevamar Company, LLC	LOW PRESSURE MELAMINE/VENEER PANEL	United States	5/10/1999	6,887,583
Nevamar Company, LLC	WEAR RESISTANT LAMINATES	United States	3/29/2002	7,026,038