

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2601123

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MACDERMID OFFSHORE SOLUTIONS, LLC	10/31/2013
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14017786
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
Email:	ipdocket@lw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE
Address Line 2:	SUITE 2000
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	030786-0572
NAME OF SUBMITTER:	RHONDA DELEON
Signature:	/Rhonda DeLeon/
Date:	11/01/2013
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of October 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of BARCLAYS BANK PLC, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement dated as of October 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MacDermid Holdings, LLC, a Delaware limited liability company, MacDermid, Incorporated, a Connecticut corporation, Platform Acquisition Holdings Limited, the Lenders party thereto, and Barclays Bank PLC, as administrative agent and as collateral agent and (ii) the other Secured Parties.

WHEREAS, Grantors are party to that certain Amended and Restated Pledge and Security Agreement dated as of October 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent 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 Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations:

(i) all letters of patent of the United States, any other country, union of countries or any political subdivision of any of the foregoing, all reissues and extensions thereof, including any of the foregoing listed on Schedule I hereto,

(ii) all applications for letters of patent of the United States or any other country or union of countries or any political subdivision of any of the foregoing and all divisions, continuations and continuations-in-part thereof, including any of the foregoing listed on Schedule I hereto,

(iii) the right to, and to obtain, any reissues or extensions of the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringement of any of the foregoing, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Patent Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. APPLICABLE LAW. THIS PATENT SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one of more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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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.

**MACDERMID ACUMEN, INC.
MACDERMID PRINTING SOLUTIONS, LLC
MACDERMID OFFSHORE SOLUTIONS, LLC**

By: 

Name: Frank J. Monteiro

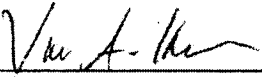
Title: President

Signature Page to MacDermid Patent Security Agreement

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Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Vanessa A. Kurbatskiy

Title: Vice President

Signature Page to MacDermid Patent Security Agreement

SCHEDULE I to
the Patent Security Agreement

PATENT APPLICATIONS

OWNER: MacDermid Acumen, Inc. - Patents

JURISDICTION	APPLICATION NO.	PATENT NO.
US	13/954328	
US	13/961018	

OWNER: MacDermid Printing Solutions, LLC - Patents

JURISDICTION	APPLICATION NO.	PATENT NO.
US	14/016443	
US	13/965537	

OWNER: MacDermid Offshore Solutions, LLC - Patents

JURISDICTION	APPLICATION NO.	PATENT NO.
US	14/017786	

OWNER: MacDermid, Incorporated- Patents

JURISDICTION	APPLICATION NO.	PATENT NO.
US	12/858887	