

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2634344

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CHROMAFLO TECHNOLOGIES CORPORATION		12/02/2013
RECEIVING PARTY DATA		
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT	
Street Address:	60 WALL STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10005	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	7132062	
Patent Number:	7527750	
Application Number:	13640835	
CORRESPONDENCE DATA		
Fax Number:		
Email:	michael.barys@thomsonreuters.com	
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>		
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT	
Address Line 1:	C/O CAHILL GORDON & REINDEL LLP	
Address Line 4:	NEW YORK, NEW YORK 10005	
NAME OF SUBMITTER:	ELAINE CARRERA	
Signature:	/Michael Barys TR/	
Date:	12/03/2013	
Total Attachments: 7		

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Chromaflo Technologies Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 2, 2013

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG New York Branch, as collateral agent

Internal Address: _____

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 2, 2013
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

FIRST LIEN PATENT SECURITY AGREEMENT

First Lien Patent Security Agreement, dated as of December 2, 2013 (this "Patent Security Agreement"), by CHROMAFLO TECHNOLOGIES CORPORATION, an Ohio corporation (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") pursuant to the First Lien Credit Agreement (the "Credit Agreement"), dated as of the date hereof, by and among CHROMAFLO TECHNOLOGIES PARENT LP, CHROMAFLO ACQUISITION COMPANY LP (the "Parent"), the Pledgor, CHROMAFLO TECHNOLOGIES FINANCE B.V., the subsidiaries of Parent party thereto, the lenders from time to time party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Swingline Lender, Collateral Agent and Administrative Agent thereunder.

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien U.S. Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral 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 the Pledgor:

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

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

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

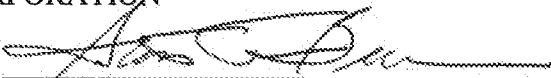
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this 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.

[signature page follows]

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

CHROMAFLO TECHNOLOGIES
CORPORATION

By: 

Name: Scott Becker

Title: Chief Executive Officer

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____

Name:

Marcus M. Tarkington

Title:

Director

By: _____

Name:

Michael Getz

Title:

Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

ISSUED PATENTS

Grantor	Title	Country	Patent Number	Issue Date	Application Number	Filing Date
Chromaflo Technologies Corporation	Electrically conductive additive system and method of making same	USA	7132062	7-Nov-06	10/870105	17-Jun-04
Chromaflo Technologies Corporation	Electrically Conductive Additive Package and Method of Making Same	USA	7527750	5-May-09	11/549303	13-Oct-06

PATENT APPLICATIONS

Grantor	Title	Country	Application Number	Filing Date
Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	USA	13/640,835	03-Jun-13
Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	Australia	2011240687	12-Apr-11
Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	Brazil	11 2012 026217 3	12-Apr-11
Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	Canada	2,796,375	12-Apr-11
Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	China	201180029053.0	12-Apr-11
Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	EPO	11769459.6	12-Apr-11

Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	India	9468/CHENP/2012	12-Apr-11
Chromaflo Technologies Corporation	Low VOC Solventborne Pigment Dispersions Compositions for Tinting Solvent-Based Coatings	Mexico	MX/a/2012/011950	12-Apr-11