### 502746881 03/31/2014

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2793477

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SIOVATION, LLC (F/K/A TAYLOR INDUSTRIAL CHEMICAL, LLC)	03/31/2014

### **RECEIVING PARTY DATA**

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 S. WACKER DR., STE 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7923507

### **CORRESPONDENCE DATA**

**Fax Number:** (312)863-7867

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

US Mail.

**Phone:** 3128637267

**Email:** jaclyn.digrande@goldbergkohn.com **Correspondent Name:** JACLYN DI GRANDE - PARALEGAL

Address Line 1:GOLDBERG KOHN LTD.Address Line 2:55 E MONROE ST., STE 3300Address Line 4:CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.232
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	03/31/2014

### **Total Attachments: 5**

source=ICM - Patent Security Agreement#page1.tif source=ICM - Patent Security Agreement#page2.tif source=ICM - Patent Security Agreement#page3.tif source=ICM - Patent Security Agreement#page4.tif

source=ICM - Patent Security Agreement#page5.tif

PATENT 502746881 REEL: 032565 FRAME: 0377

### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 31, 2014 by SIOVATION, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among ICM Products, Inc., as borrower ("Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower:

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder to and Reaffirmation of Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Joinder Agreement"), which such Joinder Agreement supplements the Guarantee and Collateral Agreement, dated as of February 1, 2012 (the "Collateral Agreement"), by and among the Grantors party thereto and Agent; and

WHEREAS, pursuant to the Joinder Agreement and the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of its registered Patents and Patent Licenses set forth on Schedule I hereto:
    - (b) all reissues, continuations or extensions of the foregoing; and
  - subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.
- COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for its benefit and for the ratable benefit of the and Lenders, pursuant to the Collateral Agreement. Grantor

5702698v1 3/31/2014 1:20 PM 4975.232

hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

-2-

IN WITNESS WHEREOF, 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.

SIOVATION, LLC

Name: Thomas J. Gawlik

Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

Name:

Signature Page to Patent Security Agreement

### 4975.232

### 5702698v1 3/31/2014 1:20 PM

# SCHEDULE I to PATENT SECURITY AGREEMENT

## PATENT REGISTRATIONS

**RECORDED: 03/31/2014** 

PATENT	Application	Patent Number	Issue Date	OWNER
	Number			INFORMATION
Polyorganosiloxane-containing compositions	11/897443	7923507	4/12/2011	Taylor Industrial Chemical, LLC (n/k/a Siovation, LLC)

### PATENT APPLICATIONS

None.

None.

PATENT LICENSES