

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3232585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (SECOND LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
SOLENIS TECHNOLOGIES, L.P.	02/09/2015
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	ONE BRYANT PARK
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7744722
Patent Number:	8147649
Patent Number:	8608904
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	DWAYNE C. HOUSTON
Address Line 1:	1025 VERMONT AVENUE NW, SUITE 1130
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F154057
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	02/19/2015
Total Attachments: 5	
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of February 9, 2015, made by SOLENIS TECHNOLOGIES, L.P., a Delaware limited partnership having a principal place of business at 500 Hercules Road, Wilmington, DE 19808 (the "Grantor"), in favor of BANK OF AMERICA N.A., having a principal place of business at One Bryant Park, New York, New York 10036 (in such capacity, the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of July 31, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Parent Borrower, the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, the "Borrowers"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor, Holdings, Holdings GP, the Borrowers and certain other Domestic Subsidiaries of the Parent Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 31, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including, without limitation, Patents; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 12, 2014 among Clearwater Specialties LLC, Clearwater Chemicals, LLC, Solenis LLC, Solenis Canada ULC and Grantor, Grantor acquired, as of the date hereof, *inter alia*, those Patents set forth on Schedule I hereto; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the extensions of credit and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Patents of the Grantor (including, as of the date hereof, those Patents listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Patent License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Patent License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

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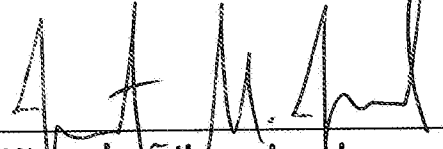
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOLENIS TECHNOLOGIES, L.P., as Grantor

By: Royce A. Warrick
Name: Royce A. Warrick
Title: Vice President and Secretary

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: **Jonathan Jacob**
Title: **Vice President**

SCHEDULE I

PATENTS

Patent Number	Patent Title	Owner	Filing Date	Issue Date
US 7744722	Methods for creping paper	Solenis Technologies, L.P.	June 15, 2006	June 29, 2010
US 8147649	Creping adhesive modifier and methods for producing paper products	Solenis Technologies, L.P.	June 28, 2010	April 3, 2012
US 8608904	Creping adhesive modifier and methods for producing paper products	Solenis Technologies, L.P.	April 2, 2012	December 17, 2013