

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3820983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
JEFFERIES FINANCE LLC	04/07/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION
<b>Street Address:</b>	50 SOUTH SIXTH STREET
<b>Internal Address:</b>	1290
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402

**PROPERTY NUMBERS Total: 42**

Property Type	Number
Patent Number:	7687513
Patent Number:	6118003
Patent Number:	5484929
Patent Number:	5247093
Patent Number:	7795169
Patent Number:	6218543
Patent Number:	5892049
Patent Number:	5658844
Patent Number:	5808081
Patent Number:	5780635
Patent Number:	6258955
Patent Number:	5360543
Patent Number:	5932736
Patent Number:	6365738
Patent Number:	6603010
Patent Number:	6958400
Patent Number:	6369230
Patent Number:	6046336
Patent Number:	5286835

PATENT

Property Type	Number
Patent Number:	5444137
Patent Number:	5508410
Patent Number:	5756750
Patent Number:	6184384
Patent Number:	6391995
Patent Number:	6596872
Patent Number:	5420223
Patent Number:	5403906
Patent Number:	5824756
Patent Number:	5371160
Patent Number:	6803456
Patent Number:	7151181
Patent Number:	6403825
Patent Number:	5484873
Patent Number:	6051714
Application Number:	13601067
Application Number:	13601123
Application Number:	13601211
Application Number:	13817510
Application Number:	13982079
Application Number:	61931749
Application Number:	61931746
Application Number:	62024174

**CORRESPONDENCE DATA**

**Fax Number:** (212)836-6590  
*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.*  
**Email:** stivens.ovalle@kayescholer.com  
**Correspondent Name:** STIVENS J. OVALLE C/O KAYE SCHOLER LLP  
**Address Line 1:** 250 WEST 55TH STREET  
**Address Line 4:** NEW YORK, NEW YORK 10019-9710

<b>ATTORNEY DOCKET NUMBER:</b>	CM# 66509/28 - 11124
<b>NAME OF SUBMITTER:</b>	STIVENS J. OVALLE
<b>SIGNATURE:</b>	/s/ Stivens J. Ovalle
<b>DATE SIGNED:</b>	04/07/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 9**  
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**PATENT SECURITY INTEREST ASSIGNMENT  
AGREEMENT**

**THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of this 7<sup>th</sup> day of April, 2016, by JEFFERIES FINANCE LLC, as the prior collateral agent (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Security Agreement, dated as of October 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Vertellus Specialties Inc. ("Grantor"), Vertellus Specialties Holdings Corp., Vertellus Health & Specialty Products LLC and each of the other affiliates of the Grantor listed on the signature pages thereof or that becomes a party thereto, and Assignor;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation, the patents and patent applications described on Schedule I annexed hereto and made a part hereof and the Patent Collateral (as defined in the PSA (as defined below)) (collectively, the "Pledged Collateral");

WHEREAS, that Patent Security Agreement (the "PSA") with respect to the security interest granted by the Grantor under the Security Agreement in the Pledged Collateral, was recorded with the United States Patent and Trademark Office on November 3, 2014 on Reel 034092 / Frame 0975;

WHEREAS, effective as of April 7, 2016, Assignor resigned as administrative agent and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agency Agreement, dated as of April 7, 2016, among Assignor, Assignee and the Grantor, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the PSA, including, without limitation, Assignor's security interest in, and lien on, the Pledged Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the PSA, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the PSA, including, without limitation, its security interest in, and lien on, the Pledged Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Pledged Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Pledged Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

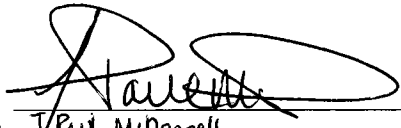
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

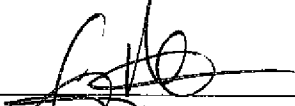
**ASSIGNOR:**

**JEFFERIES FINANCE LLC**, as the prior collateral agent

By:   
Name: J Paul McDaniel  
Title: Managing Director


**ASSIGNEE:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**, as the current collateral agent

By:   
Name: Jeffrey Rose  
Title: Vice President

ACKNOWLEDGED AND AGREED:

VERTELLUS SPECIALTIES INC.

By:   
Name: Anne M. Frye  
Title: Vice President



SCHEDULE I  
TO  
PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

**U.S. Patents and Patent Applications**

**Issued Patents:**

OWNER	PATENT NUMBER	DESCRIPTION
REILLY INDUSTRIES, INC.	7687513	AMINOPYRIDINIUM IONIC LIQUIDS
VERTELLUS SPECIALTIES INC.	6118003	PROCESSES FOR PRODUCING 3-CYANOPYRIDINE FROM 2-METHYL-1,5-PENTANEDIAMINE
VERTELLUS SPECIALTIES INC.	5484929	CHLORINATION PROCESS
VERTELLUS SPECIALTIES INC.	5247093	CHLORINATION PROCESS
VERTELLUS SPECIALTIES INC.	7795169	PROCESS FOR PREPARING CYANOPYRIDINES AND SUITABLE CATALYSTS THEREFOR
VERTELLUS SPECIALTIES INC.	6218543	PROCESSES FOR PRODUCING HIGHLY PURE NICOTINAMIDE
VERTELLUS SPECIALTIES INC.	5892049	CATALYST FOR THE PRODUCTION OF CYANOPYRIDINES
VERTELLUS SPECIALTIES INC.	5658844	CATALYST FOR THE PRODUCTION OF CYANOPYRIDINES
VERTELLUS SPECIALTIES INC.	5808081	CHICHIBABIN AMINATIONS OF PYRIDINE BASES
VERTELLUS	5780635	PYRIDINE BASE SYNTHESIS
VERTELLUS SPECIALTIES INC.	6258955	PROCESSES FOR PREPARING 2-PIPERIDINEETHANOL COMPOUNDS
VERTELLUS SPECIALTIES INC.	5360543	POLYURETHANE COMPOSITIONS

OWNER	PATENT NUMBER	DESCRIPTION
VERTELLUS SPECIALTIES INC.	5932736	PREPARATION OF HETEROCYCLES USING 1,3-DIHALOPROPENES
VERTELLUS SPECIALTIES INC.	6365738	PREPARATION OF HETEROCYCLES USING 1,3-DIHALOPROPENES
VERTELLUS SPECIALTIES INC.	6603010	SUPERNUCLEOPHILIC 4-SUBSTITUTED-PYRIDINE CATALYSTS, AND PROCESSES USEFUL FOR PREPARING SAME
VERTELLUS SPECIALTIES INC.	6958400	SUPERNUCLEOPHILIC 4-SUBSTITUTED-PYRIDINE CATALYSTS, AND PROCESSES USEFUL FOR PREPARING SAME
VERTELLUS SPECIALTIES INC.	6369230	SUPERNUCLEOPHILIC 4-SUBSTITUTED-PYRIDINE CATALYSTS, AND PROCESSES USEFUL FOR PREPARING SAME
VERTELLUS SPECIALTIES INC.	6046336	SUPERNUCLEOPHILIC 4-SUBSTITUTED-PYRIDINE CATALYSTS, AND PROCESSES USEFUL FOR PREPARING SAME
VERTELLUS SPECIALTIES INC.	5286835	PREPARATION OF VINYL ETHER TERMINATED POLYESTERS
VERTELLUS SPECIALTIES INC.	5444137	HIGHLY SELECTIVE CHELATING RESINS AND MONOMERS FOR THEIR PREPARATION
VERTELLUS SPECIALTIES INC.	5508410	PROCESS FOR PREPARING 2-HALO-5-SUBSTITUTED PYRIDINES
VERTELLUS SPECIALTIES INC.	5756750	CONTINUOUS PROCESS FOR THE HYDROLYSIS OF CYANOPYRIDINES UNDER SUBSTANTIALLY ADIABATIC CONDITIONS
VERTELLUS SPECIALTIES INC.	6184384	DECHLORINATION OF PYRIDINES IN ACIDIC, ZINC-CONTAINING MEDIUMS
VERTELLUS SPECIALTIES INC.	6391995	POLYMER COMPOSITIONS USEFUL AS DYE COMPLEXING AGENTS, AND PROCESSES FOR PREPARING SAME
VERTELLUS SPECIALTIES INC.	6596872	PROCESS FOR PREPARING ALKENYL-SUBSTITUTED HETEROCYCLES
VERTELLUS SPECIALTIES INC.	5420223	CURING AGENTS/ACCELERATORS FOR EPOXY RESINS, CURABLE COMPOSITIONS AND PROCESSES

OWNER	PATENT NUMBER	DESCRIPTION
VERTELLUS SPECIALTIES INC.	5403906	H202-CATALYZED POLYMERIZATIONS FOR LINEAR POLYVINYLPIRIDINES
VERTELLUS SPECIALTIES INC.	5824756	H202-CATALYZED POLYMERIZATIONS FOR LINEAR POLYVINYLPIRIDINES
VERTELLUS SPECIALTIES INC.	5371160	LINEAR POLYVINYLPIRIDINE POLYMERS AND PROCESSES
VERTELLUS SPECIALTIES INC.	6803456	PROCESS FOR THE PRODUCTION OF ARGININE-SILICATE COMPLEX
VERTELLUS SPECIALTIES INC.	7151181	PROCESS FOR THE PREPARATION OF 3,5-DIETHYL-1,2-DIHYDRO-1-PHENYL-2-PROPYLPYRIDINE
VERTELLUS SPECIALTIES INC.	6403825	PROCESSES FOR PREPARING CITRATE ESTERS
VERTELLUS SPECIALTIES INC.	5484873	TRIETHYLENEDIAMINE AND BICYCLIC AMIDINE BASED CATALYSTS AND USE IN THERMOSETTABLE COMPOSITIONS
VERTELLUS SPECIALTIES INC.	6051714	PROCESSES FOR DECHLORINATING PYRIDINES

**Patent Applications:**

OWNER	APPLICATION NUMBER	DESCRIPTION
VERTELLUS SPECIALTIES INC.	13/601067 (Patent No. 8980956)	METHODS FOR PRODUCING BIOCOMPATIBLE MATERIALS
VERTELLUS SPECIALTIES INC.	13/601123 (Patent No. 9006305)	BIOCOMPATIBLE MATERIAL

OWNER	APPLICATION NUMBER	DESCRIPTION
VERTELLUS SPECIALTIES INC.	13/601211 (Patent No. 8980972)	POLYMERISABLE MATERIAL
VERTELLUS SPECIALTIES INC.	13/817510	COMPOSITIONS, METHODS AND ARTICLES PRODUCED BY COMPOUNDING POLYAMIDES WITH OLEFIN-MALEIC ANHYDRIDE POLYMERS
VERTELLUS SPECIALTIES INC.	13/982079 (Patent No. 9284402)	HIGH MOLECULAR WEIGHT CASTOR OIL-BASED POLYOLS AND USES THEREOF
VERTELLUS SPECIALTIES INC.	61/931749	METHOD OF MAKING 2- CHLORO-5-METHYLPYRIDINE
VERTELLUS SPECIALTIES INC.	61/931746	PROCESS FOR MAKING 2-CHLORO-5-METHYLPYRIDINE
VERTELLUS SPECIALTIES INC.	62/024174	MODIFICATION OF ENGINEERING PLASTICS USING OLEFIN-MALEIC ANHYDRIDE COPOLYMERS