Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ascend Performance Materials LLC		106/01/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	1000 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2505081	ASCEND
Registration Number:	2774040	COLORSHIELD
Registration Number:	2786311	LIQUA SHIELD
Registration Number:	2101121	LXI
Registration Number:	1183834	NO-SHOCK
Registration Number:	2761191	NO-SHOCK
Registration Number:	2770103	RENEW
Registration Number:	2474152	THERMA SEALED
Registration Number:	2476313	THERMA SEALED
Registration Number:	3149555	TRAFFIC CONTROL
Registration Number:	944383	ULTRON
Registration Number:	963903	VYDYNE
Registration Number:	3121801	ZEACRIMP

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REEL: 003998 FRAME: 0156

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Registration Number:	545734	ACRILAN
Registration Number:	1220948	ACRILAN
Registration Number:	1886638	BOUNCE-BACK
Registration Number:	1738386	DURASPUN
Registration Number:	2269626	PIL-TROL
Registration Number:	1174279	REMEMBER
Registration Number:	1622586	\$63
Registration Number:	2780421	SPEC THIS
Registration Number:	1800808	THE SMART YARNS.
Serial Number:	77412629	DO MORE WITH VYDYNE
Serial Number:	78626377	LOCKED-IN STAINBLOCKER
Serial Number:	77130976	NO SHOCK
Serial Number:	77696741	NYCO
Serial Number:	77236919	ULTRON COLORSHIELD
Serial Number:	77257123	ULTRON ENDURE
Serial Number:	77258220	ULTRON NATURAL NYLON
Serial Number:	78901901	ULTRON PRISMATIC
Serial Number:	78901882	ULTRON SDN
Serial Number:	77257132	ULTRON STAINGUARD
Serial Number:	78967471	VYDYNE PA 66

CORRESPONDENCE DATA

Fax Number: (800)680-9592

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	437976
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	06/03/2009

Total Attachments: 14



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 1st day of June, 2009, by the Grantor listed on the signature pages hereof ("<u>Grantor</u>"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, in its capacity as collateral and administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to (a) that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Domestic Credit Agreement"), dated as of June 1, 2009, by and among the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, as the collateral and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), ASCEND PERFORMANCE MATERIALS HOLDINGS INC., a Delaware corporation ("Parent"), and ASCEND PERFORMANCE MATERIALS LLC, a Delaware limited liability company ("Borrower"), and (b) that certain EXIM Guarantied Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "EXIM Credit Agreement", and together with the Domestic Credit Agreement, each, a "Credit Agreement", and collectively, the "Credit Agreements"), dated as of June 1, 2009, by and among the Lenders, Agent, Parent, and Borrower, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark 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, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Domestic Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses (but excluding any off-the-shelf software license agreement) to which it is a party including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any

reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of each Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of either Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ASCEND PERFORMANCE MATERIALS LLC,

a Delaware limited liability company

By:

Name: Barry Stadat

Title: Chairman of the Board

[Signature page to Trademark Security Agreement]

AGENT:

WELLS FARGO FOOTHILL, LLC,

a Delaware limited liability company,

as Agent

By: Name:

Brian T. Kennedy

Title:

Vice President / Senior Underwriter

[Signature page to Trademark Security Agreement]

SCHEDULE I

Trademarks and Trademark Intellectual Property Licenses

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SCHEDULE I

TRADEMARKS AND TRADEMARK INTELLECTUAL PROPERTY LICENSES

Trademark	Jurisdiction	App. No /Reg. No.	Status
ASCEND	United States	2505081	Active
ASCEND LOGO	Hong Kong	301066086	Active
ASCEND LOGO	Taiwan	97010303	Active
ASCEND LOGO & TAGLINE	China	6581064	Active
AVANZIA	Mexico	779968	Active
COLORSHIELD	United States	2774040	Active
DO MORE WITH VYDYNE	United States	77/412629	Active
DO MORE WITH VYDYNE	European Community	6729248	Active
DO MORE WITH VYDYNE	Canada	1386297	Active
DO MORE WITH VYDYNE	Mexico	1046608	Active
DO MORE WITH VYDYNE	Mexico	921389	Active
DO MORE WITH VYDYNE IN CHINESE			
(MANDARIN) CHARACTERS	China	6611111	Active
DO MORE WITH VYDYNE IN CHINESE	1		
(MANDARIN) CHARACTERS	China	6611110	Active
DO MORE WITH VYDYNE IN CHINESE	i e	2010/7050	
(MANDARIN) CHARACTERS DO MORE WITH VYDYNE IN CHINESE	Hong Kong	301067058	Active
(MANDARIN) CHARACTERS	Taiwan	97010533	Active
DURASOFT	Canada	TMA590125	Active
LIQUA SHIELD & DEVICE	United States	2786311	Active
LOCKED-IN STAINBLOCKER	United States	78/626377	Active
LXI (STYLIZED)	United States	2101121	Active
NO-SHOCK	Benelux	371380	Active
NO-SHOCK	Austria	98114	Active
NO-SHOCK	France	1646299	Active
NO-SHOCK	Germany	1026170	Active
NO-SHOCK	United States	1183834	Active
NO-SHOCK	Canada	TMA574095	Active
NO-SHOCK	China	1741298	Active
NO-SHOCK	 	2138030	Active
NO-SHOCK	Italy	982262	Active
	South Korea	536275	<u> </u>
NO-SHOCK		 	Active
NO-SHOCK	New Zealand	633746	Active
NO-SHOCK	Taiwan	1008008	Active
NO-SHOCK	United States	2761191	Active
NO-SHOCK & DEVICE MARK (IN COLOR)		4966594	Active
NO-SHOCK & DEVICE MARK (IN COLOR)	United States	77/130976	Active
NO-SHOCK BY SOLUTIA	Switzerland	450946	Active
	European Community	4966628	Active

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Trademark	Jurisdiction	App. No /Reg. No.	Status
LOGO & DEVICE (IN COLOR)			
NYCO	United States	77/696741	Active
PET-AGREE	Canada	539186	Active
RENEW	United States	2770103	Active
THERMA SEALED	United States	2474152	Active
THERMA SEALED AND FLAME			
DESIGN	United States	2476313	Active
TRAFFIC CONTROL	United States	3149555	Active
TRAFFIC CONTROL FIBER SYSTEM			
And Design	Canada	TMA626064	Active
ULTRON	Australia	A282657	Active
ULTRON	Australia	A282660	Active
ULTRON	Australia	A282659	Active
ULTRON	Australia	A282658	Active
ULTRON	United States	944383	Active
ULTRON	United Kingdom	988283	Active
ULTRON	Canada	UCA 33440	Active
ULTRON	Germany	934831	Active
ULTRON	China	1162596	Active
ULTRON	China	1164240	Active
ULTRON	South Korea	402426	Active
ULTRON	South Korea	403936	Active
ULTRON	Taiwan	776488	Active
ULTRON	Taiwan	795338	Active
ULTRON	Singapore	T97/01213E	Active
ULTRON	Singapore	T97/01214C	Active
ULTRON	Malaysia	97/02592	Active
ULTRON	Thailand	KOR69642	Active
ULTRON	Thailand	KOR96395	Active
ULTRON	India	753717	Active
ULTRON	India	753718	Active
ULTRON AND DESIGN	Canada	259982	Active
ULTRON COLORSHIELD	United States	77/236919	Active
ULTRON ENDURE	United States	77/257123	Active
ULTRON NATURAL NYLON	United States	77/258220	Active
ULTRON NATURAL NYLON	Canada	1360349	Active
ULTRON PRISMATIC	United States	78/901901	Active
ULTRON SDN	United States	78/901882	Active
ULTRON STAINGUARD	United States	77/257132	Active
VYDYNE	Singapore	2038/84	Active
VYDYNE	Hong Kong	1152/74	Active
VYDYNE	Argentina	1880883	Active
VYDYNE	Puerto Rico	6192	Active
VYDYNE	Sweden	153478	Active
VYDYNE	Norway	93166	Active
VYDYNE	Japan	1378300	Active
VYDYNE	Italy	689170	Active

Trademark	Jurisdiction	App. No /Reg. No.	Status
VYDYNE	Taiwan	83613	Active
VYDYNE	South Korea	109600	Active
VYDYNE	Israel	39096	Active
VYDYNE	Benelux	327713	Active
VYDYNE	Australia	292838	Active
VYDYNE	Austria	80125	Active
VYDYNE	Canada	TMA204183	Active
	Brazil	6763561	Active
		963903	Active
	United Kingdom	1034030	Active
VYDYNE	Ireland	A86934	Active
VYDYNE	Denmark	VR 1975 02246	Active
VYDYNE	Germany	933495	Active
VYDYNE	France	1278785	Active
VYDYNE	European Community	131888	Active
VYDYNE	Argentina	1868482	Active
VYDYNE	Chile	553810	Active
VYDYNE	Paraguay	221473	Active
	Uruguay	313088	Active
VYDYNE	China	4507496	Active
VYDYNE	<u> </u>	5010218	Active
VYDYNE	Malaysia India	1337573	Active
VYDYNE	 	Kor233283	Active
VYDYNE	Thailand	1280415	Active
VYDYNE (KATAKANA) VYDYNE IN CHINESE CHARACTERS	Japan	1200413	Active
(SERIES OF 2)	Hong Kong	300607095	Active
VYDYNE IN CHINESE CHARACTERS			
(TRANSLITERATED AS FAN DA)	Taiwan	1242886	Active
VYDYNE IN CHINESE CHARACTERS	5		
(TRANSLITERATED AS FAN DA)	China	5251874	Active
VYDYNE IN CHINESE CHARACTERS			
(TRANSLITERATED AS FAN DA)	China	5251875	Active
VYDYNE LOGO (BLACK & WHITE)	Canada	TMA705626	Active
VYDYNE LOGO (BLACK & WHITE)	Brazil	828744718	Active
VYDYNE LOGO (BLACK & WHITE)	Mexico	812574	Active
VYDYNE LOGO (BLACK & WHITE)	Mexico	965740	Active
VYDYNE LOGO (BLACK & WHITE)	European Community	5327853	Active
VYDYNE LOGO (BLACK & WHITE)	Brazil	828805377	Active
VIDINE LOGO (BLACK & WHITE)	Diazii		
VYDYNE LOGO (BLACK & WHITE)	Australia	1140210	Active
VYDYNE LOGO (BLACK & WHITE)	India	1495371	Active

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	4149069	Active
Venezuela	P-203335	Active
Romania	4R527	Active
Norway	86114	Active
Germany	765927	Active
Colombia	40623	Active
Colombia	40621	Active
Brazil	2773724	Active
Italy	994488	Active
Spain	263447	Active
Ecuador	2829/92	Active
El Salvador	5424BOOK23	Active
Thailand	408533/Kor109341	Active
Thailand	408532/Kor109340	Active
El Salvador	5469 BOOK 23	Active
Switzerland	401428	Active
South Africa	74/2732	Active
South Africa	757/53	Active
Venezuela	35219-F	Active
Venezuela	34595-F	Active
Australia	112150	Active
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	Faiwan China	Faiwan 1242885 China 5251876 China 5252443 United States 3121801 European Community 406482 New Zealand 718033 Australia 1019180 Pakistan 29398 Pakistan 29395 Brazil 819781711 Canada 504971 Japan 4149069 Venezuela P-203335 Romania 4R527 Norway 86114 Germany 765927 Colombia 40623 Colombia 40621 Brazil 2773724 Italy 994488 Spain 263447 Ecuador 2829/92 El Salvador 5424BOOK23 Thailand 408532/Kor109341 Thailand 408533/Kor109341 Thailand 408532/Kor109340 El Salvador 5469 BOOK 23 Switzerland 401428 South Africa 757/53

Trademark	Jurisdiction	App. No /Reg. No.	Status
ACRILAN	United Kingdom	860245	Active
ACRILAN		860246	Active
ACRILAN	Canada	UCA44136	Active
	El Salvador	5469 BOOK 23	Active
	El Salvador	5468BOOK23	Active
ACRILAN		87977	Active
	Thailand	408531/Kor109339	Active
ACRILAN	Belize	1179.02	Active
ACRILAN		25705	Active
ACRILAN	Panama		
ACRILAN	China	1045968	Active
ACRILAN	 	429548	Active
ACRILAN	Hong Kong	1999904473AA	Active
ACRILAN	Bangladesh	55036	Active
ACRILAN	Bangladesh	55037	Active
ACRILAN	India	797764	Active
ACRILAN	India	797765	Active
ACRILAN	Russia	179418	Active
ACRILAN	Saudi Arabia	466/69	Active
ACRILAN	Saudi Arabia	466/78	Active
ACRILAN	Taiwan	842062	Active
ACRILAN	Taiwan	840759	Active
ACRILAN	El Salvador	5424BOOK23	Active
ACRILAN	China	158180	Active
ACRILAN	China	158182	Active
ACRILAN	United Kingdom	712259	Active
ACRILAN	United Kingdom	775380	Active
AKRILAN	Turkey	88110	Active
BOUNCE-BACK	United States	1886638	Active
BOUNCE-BACK	Canada	897625	Active
DURASPUN	Canada	504884	Active
DURASPUN	United States	1738386	Active
DURASPUN	Mexico	716177	Active
DURASPUN	Belize	1182.02	Active
DURASPUN	Brazil	819700606	Active
DURASPUN	Brazil	819700614	Active
	Chile	490128	Active
DURASPUN		1150155	Active
DURASPUN	China	·	
DURASPUN	China	1154792	Active
DURASPUN	Colombia	198551	Active
DURASPUN	Colombia	198550	Active
DURASPUN	Japan	4149081	Active
DURASPUN	Japan	4151420	Active
DURASPUN	European Community	439422	Active
DURASPUN	Ecuador	DNPI310698	Active
DURASPUN	Ecuador	DNPI310298	Active
DURASPUN	Peru	44381	Active

Jurisdiction	App. No /Reg. No.	Status
Peru	44382	Active
Peru	44930	Active
Peru	45390	Active
Venezuela	P-209534	Active
Venezuela	P-209533	Active
Venezuela	P-209536	Active
Venezuela	P-209535	Active
Colombia	211146	Active
Colombia	258088	Active
Ecuador	11217-01	Active
Ecuador	11218-01	Active
Mexico	553602	Active
United States	2269626	Active
Canada	TMA571073	Active
Colombia	238846	Active
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Mexico		Active
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	P-209540	Active
	522006	Active
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	1489583	Active
United States	1174279	Active
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Canada		
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Chile Colombia	519655 198678	Active Active
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Trademark	Jurisdiction	App. No /Reg. No.	Status
THE SMART YARNS	Japan	4149080	Active
THE SMART YARNS	Japan	4197652	Active
THE SMART YARNS	European Community	429563	Active
THE SMART YARNS	Ecuador	DNPI310598	Active
THE SMART YARNS	Ecuador	DNPI310398	Active
THE SMART YARNS	Mexico	618617	Active
THE SMART YARNS BY SOLUTIA	United Kingdom	2168457	Active

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RECORDED: 06/03/2009